UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION

BRIGHT DATA LTD. Plaintiff, v. TESO LT, UAB D/B/A OXYLABS, UAB; Defendant.	Case No. 6:23-cv-55 **JURY TRIAL DEMANDED**

VERIFIED COMPLAINT FOR TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION

Plaintiff Bright Data Ltd. ("Bright Data" or "Plaintiff") brings this action for trademark infringement and unfair competition including in violation of the federal Lanham Act, including 15 U.S.C. §§ 1114 and 1125(a), and under the laws of the State of Texas, and makes the following allegations against Teso LT, UAB d/b/a Oxylabs, UAB ("Defendant" or "Oxylabs"):

THE PARTIES

1. Plaintiff Bright Data is an Israeli company having a principal place of business at 4 Hamahshev St., Netanya 42507, ISRAEL.

2. Upon information and belief, Defendant Oxylabs (previously known as Teso and Tesonet) is a Lithuanian corporation located at A. Goštauto g. 40A, LT-03163, Vilnius, Lithuania. Upon information and belief, Oxylabs underwent a corporate restructuring as of November 30, 2022, resulting in the merger of Metacluster lt, UAB and Oxysales, UAB with Teso LT, UAB, which operates under the name "Oxylabs, UAB," with Teso LT, UAB and Code200, UAB remaining wholly owned by coretech lt, UAB. Upon information and

belief, each of the merged companies shared common ownership and control. Upon information and belief, Oxylabs recently began to use and continues to use, offer to sell, sell and/or import into the United States the trademarked products and services within the United States, specifically including the "Web Unblocker" as now advertised, provided and/or sold by Defendant.

3. Bright Data has offered for sale, sold and advertised proxy services and web data collection tools and services, including the service at issue in this case which has been advertised, provided and sold by Bright Data under the trademarks "Data Unblocker" and "Web Unlocker" as well as its trademarked company name of "Bright Data" including in interstate commerce in the United States and this district. Bright Data advertised and sold this service under the "Unblocker" and "Data Unblocker" trademarks as early as April 2019 and April 2021 respectively and Bright Data has continued to advertise, offer for sale, and sell the same service under the "Web Unlocker" trademark since as early as June 2021.

4. Upon information and belief, Defendant has and continues to advertise and offer to sell as well as import into the United States proxy services ("Oxylabs Proxy Services") including Oxylabs' "Web Unblocker" service, which on information and belief is a successor of a service Oxylabs previously called "Next-Gen Residential Proxies," including through direct communication with customers, including customers in the United States and this district including, for example, through Defendant's website: https://oxylabs.io/. Exs. A-C. Upon information and belief, Defendant offers to sell the service under the "Web Unblocker" mark through the same website. Ex. E. In addition, Defendant has used the terms "Bright" and "Data" in close proximity to each other as well as the term "Bright Solutions" in interstate commerce throughout the United States in advertisements placed on Google (e.g., "Data With Bright Solutions") that appear in response to the search term "bright data." Ex. Z. Upon further

information and belief, Defendant began using the names to intentionally confuse the marketplace with Bright Data's competing service and trademarks. As such, Defendant is liable for infringing Bright Data's "Web Unlocker"/"Data Unblocker" and "Bright Data" trademarks as well as for unfair competition.

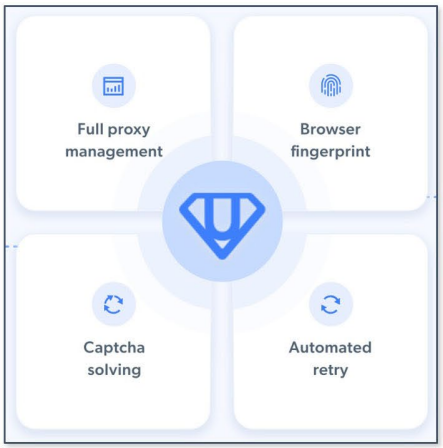
5. Upon information and belief, Oxylabs' renaming of its "Next-Gen Residential Proxies" service to "Web Unblocker" was intended to create confusion to mislead customers into believing that there is an affiliation, connection, or association between Oxylabs and Bright Data regarding Oxylabs' "Web Unblocker," that Bright Data is the source of Oxylabs' "Web Unblocker," and/or that Bright Data sponsors or approves Oxylabs' "Web Unblocker." Upon information and belief, Oxylabs designed its website for "Web Unblocker" to confusingly mirror components of Bright Data's website for "Web Unlocker." For example, the below is a side-by-side comparison of the opening title of the respective webpages for each service, with both pages using a matching color scheme showing Bright Data's "Scrape data without getting blocked" with Oxylabs' "Block-Free Web Scraping at Scale":

Ex. D, https://brightdata.com/products/web-unlocker

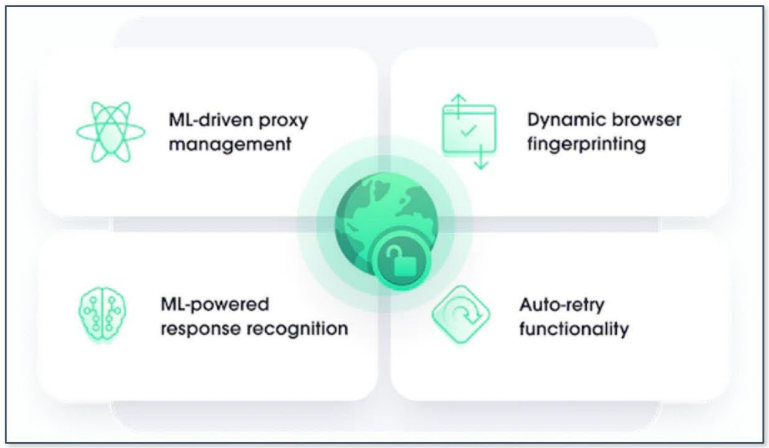
Ex. E, https://oxylabs.io/products/web-unblocker

Oxylabs' website also includes graphics for "Web Unblocker" that closely mimic Bright Data's graphics for "Web Unlocker." For example, the below Bright Data diagram showing a symbol with a "U" for Unlocker linking four square boxes identifying various advertised features,

including "Full proxy management," "Browser fingerprint," and "Automated retry." In comparison, Oxylabs has a similar diagram for "Web Unblocker" with a symbol depicting an unlocked padlock similar to Bright Data's unlocked padlock logo above, which also links four boxes identifying touted features including "ML driven proxy management," "Dynamic browser fingerprinting," and "Auto-retry functionality."

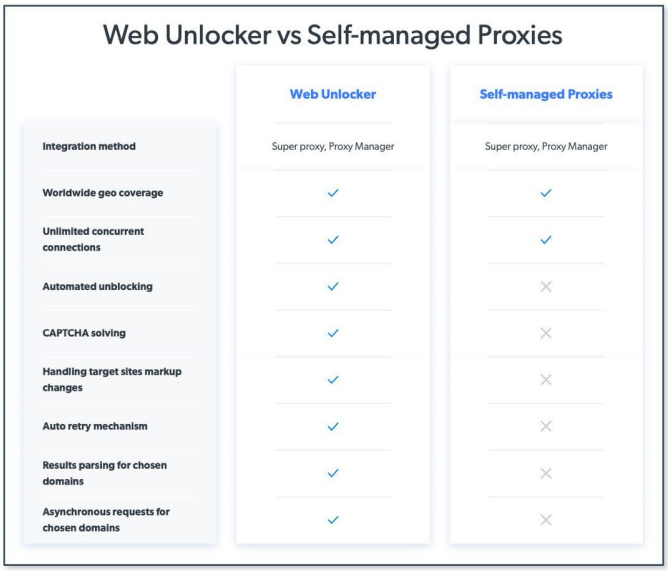


Ex. D, https://brightdata.com/products/web-unlocker



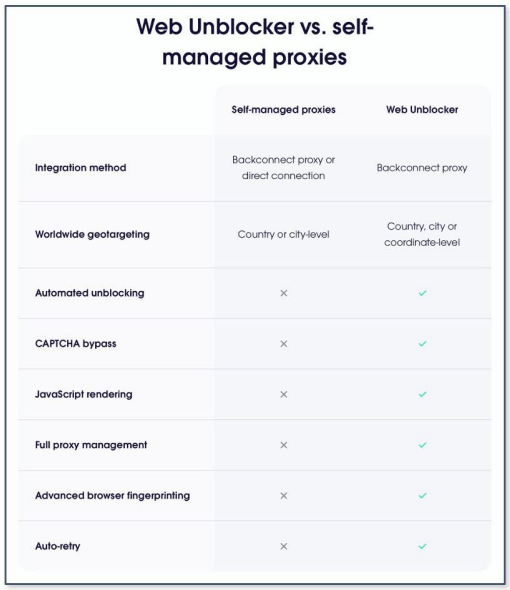
Ex. E, https://oxylabs.io/products/web-unblocker

In addition, Oxylabs uses almost the same comparative tables from Bright Data's "Web Unlocker" to advertise features of Oxylabs' "Web Unblocker." The below shows a side-by-side comparison of each party's website showing how their products compare with "self-managed proxies."



Web Unlocker vs Self-managed Proxies

	Web Unlocker	Self-managed Proxies
Integration method	Super proxy, Proxy Manager	Super proxy, Proxy Manager
Worldwide geo coverage	✓	✓
Unlimited concurrent connections	✓	✓
Automated unblocking	✓	×
CAPTCHA solving	✓	×
Handling target sites markup changes	✓	×
Auto retry mechanism	✓	×
Results parsing for chosen domains	✓	×
Asynchronous requests for chosen domains	✓	×



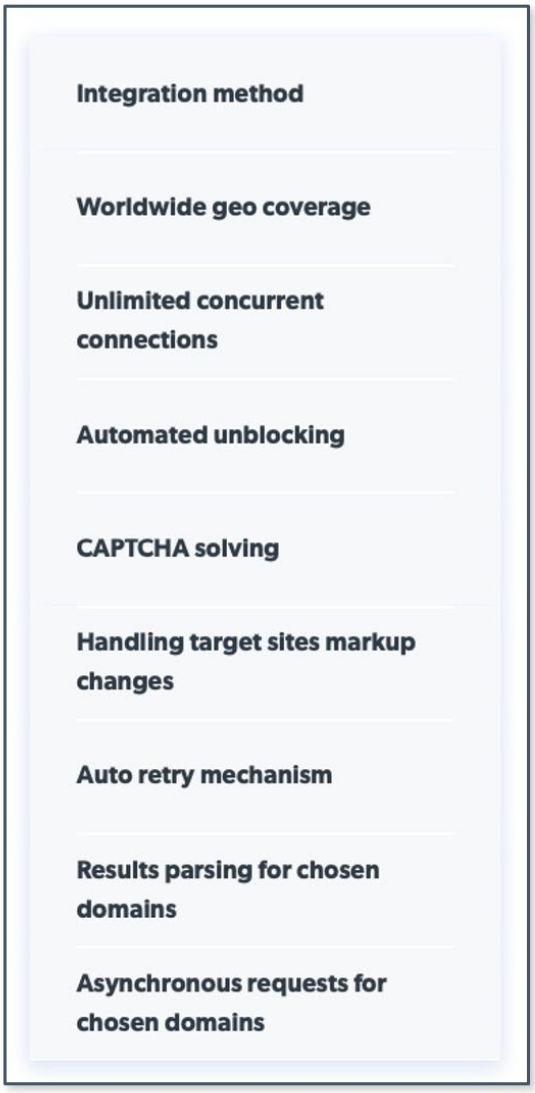
Web Unblocker vs. self-managed proxies

	Self-managed proxies	Web Unblocker
Integration method	Backconnect proxy or direct connection	Backconnect proxy
Worldwide geotargeting	Country or city-level	Country, city or coordinate-level
Automated unblocking	×	✓
CAPTCHA bypass	×	✓
JavaScript rendering	×	✓
Full proxy management	×	✓
Advanced browser fingerprinting	×	✓
Auto-retry	×	✓

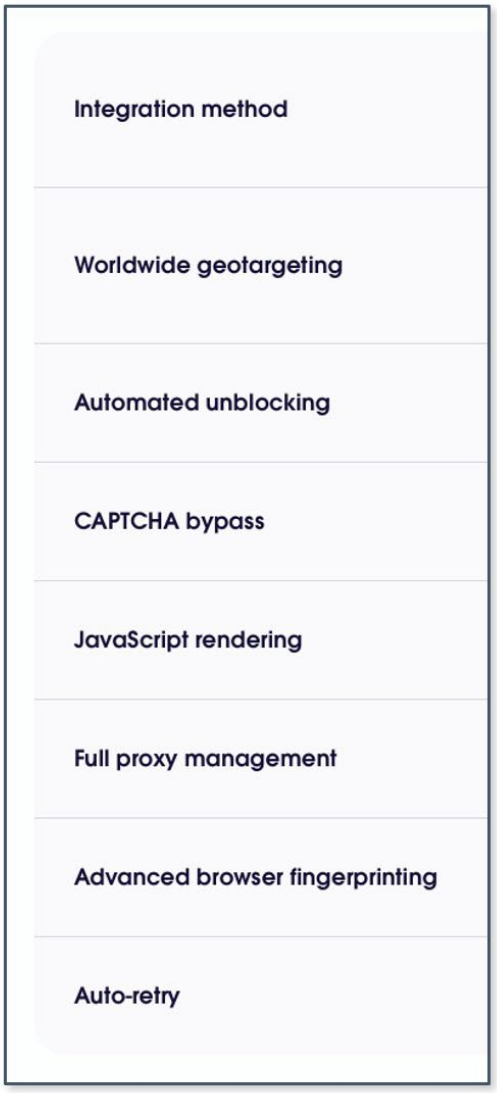
Ex. D, https://brightdata.com/products/web-unlocker

Ex. E, https://oxylabs.io/products/web-unblocker

The list of comparative features along the left-hand side of both tables largely mirror one another as shown below including the following features: Integration method; Worldwide geo coverage vs. Worldwide geotargeting; Automated unblocking; CAPTCHA solving vs. CAPTCHA bypass; and Auto-retry mechanism vs. Auto-retry.



Ex. D, https://brightdata.com/products/web-unlocker

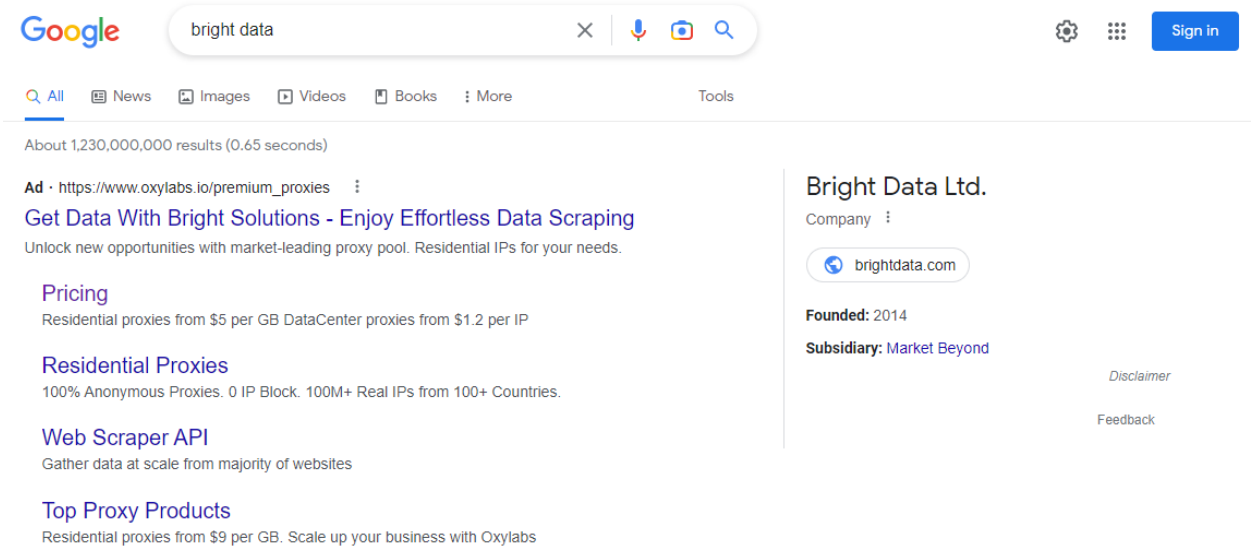


Ex. E, https://oxylabs.io/products/web-unblocker

As such, Defendant is liable for unfair competition under 35 U.S.C. § 1125(a) and Texas common law as well as trademark infringement.

6. Similarly, upon information and belief, Defendant has also used the terms "Bright" and "Data" in close proximity to each other as well as the term "Bright Solutions" (e.g., "Data With Bright Solutions") in interstate commerce throughout the United States in advertisements

placed on Google that appear in response to the search term "bright data" creating a likelihood of confusion among consumers searching for Bright Data in order to misdirect traffic to Oxylabs' own website. As such, Defendant is liable for unfair competition under 35 U.S.C. § 1125(a) and Texas common law as well as trademark infringement under 35 U.S.C. § 1114(a) and Texas common law.



Ex. Z, https://www.google.com/search?q=bright+data&rlz=1C1GCEU_enUS1029US1029&ei=PyHRY6nJLbauqtsPyIuO0AY&ved=0ahUKEwjp5NuM3eL8AhU2l2oFHciFA2oQ4dUDCBA&uact=5&oq=bright+data&gs_lcp=Cgxnd3Mtd2l6LXNlcnAQAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIHCAAQsAMQQzIHCAAQsAMQQzINCC4QxwEQ0QMQsAMQQzIHCAAQsAMQQzINCAAQ5AIQ1gQQsAMYATINCAAQ5AIQ1gQQsAMYATINCAAQ5AIQ1gQQsAMYATISCC4QxwEQ0QMQyAMQsAMQQxgCMhIILhDHARDRAxDIAxCwAxBDGAJKBAhBGABKBAhGGAFQAFgAYL4OaANwAXgAgAEAiAEAkgEAmAEAyAERwAEB2gEGCAEQARgJ2gEGCAIQARgI&sclient=gws-wiz-serp#ip=1 (top listed search result on Google on Jan. 26, 2023 for search term "bright data").

JURISDICTION AND VENUE

7. This is an action for trademark infringement and unfair competition in violation of Section 43(a) of the federal Lanham Act, 35 U.S.C. § 1114(a) and 15 U.S.C. § 1125(a), and under

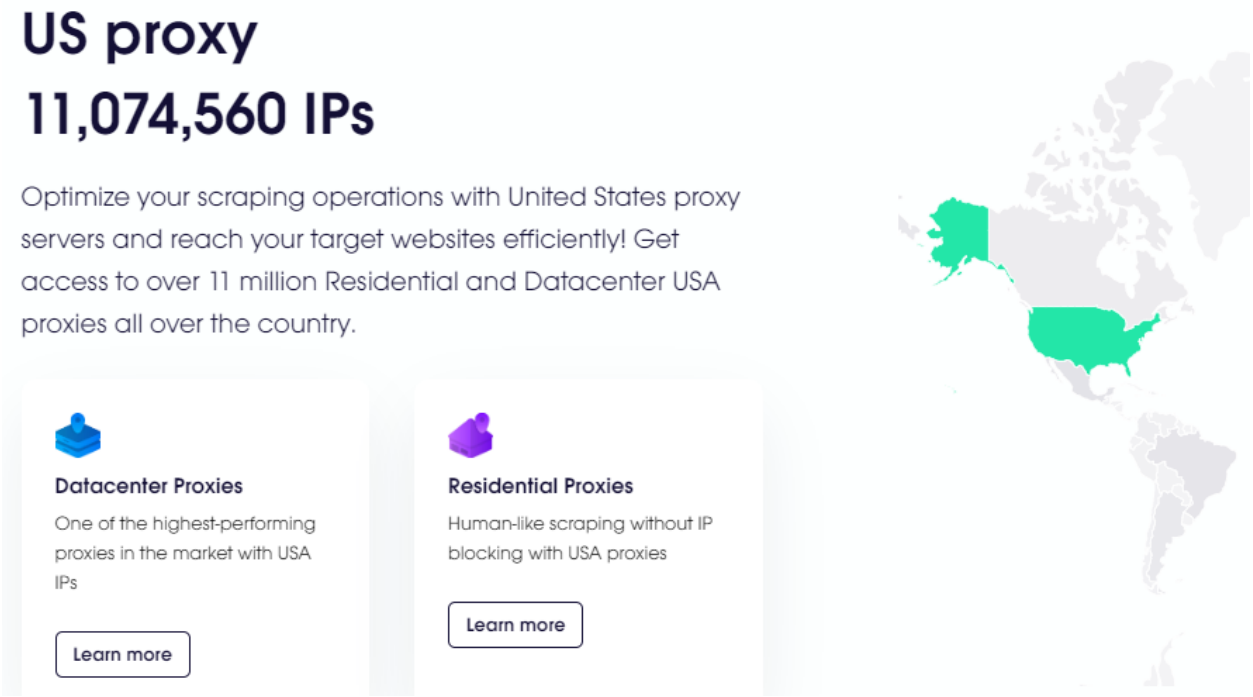
the laws of the State of Texas. Bright Data seeks, among other things, temporary, preliminary, and permanent injunctive relief, actual damages, an accounting of Defendant's profits, enhanced damages, and recovery of Bright Data's reasonable costs and attorneys' fees.

8. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331, 1337, and 1367.

9. This Court has personal jurisdiction over Defendant including at least because it, directly or through its subsidiaries, divisions, groups, or distributors, has sufficient minimum contacts with this forum as a result of business conducted within the State of Texas, and/or pursuant to Fed. R. Civ. P. 4(k)(2). On information and belief, Oxylabs transacts substantial business in the State of Texas, directly or through agents, including at least: (i) a portion of the infringement and unfair competition activity alleged herein, and (ii) Defendant regularly does or solicits business in Texas, engages in other persistent courses of conduct, maintains continuous and systematic contacts within this Judicial District, purposefully avails itself of the privilege of doing business in Texas, and/or derives substantial revenue from services provided in Texas. For example, upon information and belief, Oxylabs advertises its newly renamed "Web Unblocker" service to potential customers, including Bright Data customers, in the United States and the State of Texas, including this district. Exs. A-C and E. In addition, upon information and belief, Oxylabs Proxy Services including Oxylabs' "Web Unblocker" service, which is the subject of the trademark infringement alleged herein, utilizes proxies in Texas including residential, mobile and data center proxies, including this Judicial District, to allow Oxylabs customers to send Internet communications through Texas-based proxies. For example, upon information and belief Oxylabs' residential and mobile proxy services require Oxylabs to utilize software applications which are placed into the stream of commerce with the knowledge, understanding, and/or intention

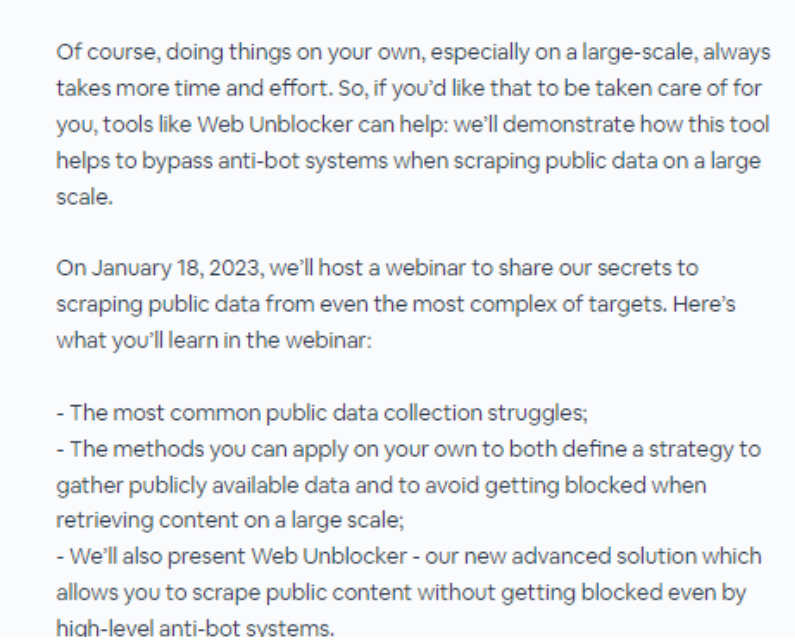
that they be downloaded and executed by devices located in the State of Texas, as well as this Judicial District, including the Waco Division. Upon information and belief, the software effectively turns the devices on which it is installed into proxy devices that operate as part of the Oxylabs' Proxy Services including Oxylabs' "Web Unblocker" offered, operated, and provided by Defendant. Oxylabs and its predecessor in interest Teso have previously been the subject of jurisdiction in Texas and have purposefully availed themselves of the jurisdiction of Texas federal courts in filing and pursuing legal claims against Bright Data in Texas federal courts. Upon information and belief, Oxylabs' "Web Unblocker" also utilizes data center proxies, which are stored and utilized via data center servers located in the State of Texas.

10. Defendant touts the use of over 11 million Residential and Datacenter USA proxies "all over the country," which upon information and belief includes the State of Texas and this Judicial District.



Ex. F, https://oxylabs.io/location-proxy/usa

Ex. E, https://oxylabs.io/products/web-unblocker


Of course, doing things on your own, especially on a large-scale, always takes more time and effort. So, if you'd like that to be taken care of for you, tools like Web Unblocker can help: we'll demonstrate how this tool helps to bypass anti-bot systems when scraping public data on a large scale.

On January 18, 2023, we'll host a webinar to share our secrets to scraping public data from even the most complex of targets. Here's what you'll learn in the webinar:

- The most common public data collection struggles;
- The methods you can apply on your own to both define a strategy to gather publicly available data and to avoid getting blocked when retrieving content on a large scale;
- We'll also present Web Unblocker - our new advanced solution which allows you to scrape public content without getting blocked even by high-level anti-bot systems.

Ex. C, https://www.bigmarker.com/oxylabs/Large-Scale-Web-Scraping-Never-Get-Blocked-Again?utm_bmcr_source=4

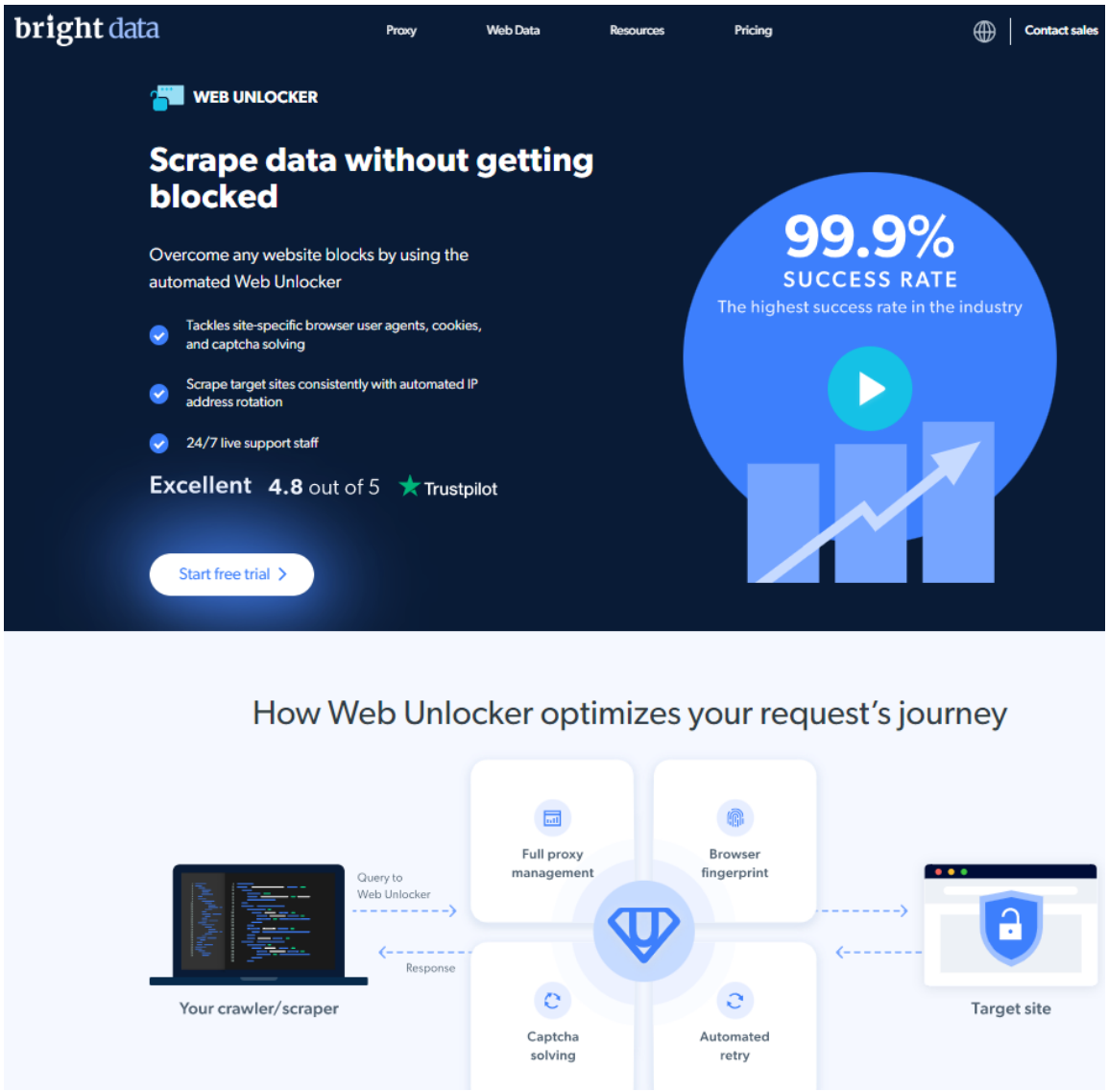
11. This Court has general jurisdiction over Defendant due to its continuous and systematic contacts with the State of Texas and this jurisdiction. Further, Defendant is subject to this Court's jurisdiction because Defendant committed trademark infringement and unfair competition in the State of Texas and this jurisdiction.

12. Following *Brunette Machine Works v. Kockum Industries, Inc.*, 406 U.S. 706 1972), venue is proper in this Court pursuant to 28 U.S.C. §§ 1391 at least because, upon information and belief, Defendant is a foreign entity.

FACTUAL ALLEGATIONS

13. Bright Data, formerly known as Luminati Networks Ltd. ("Luminati"), provides a cloud service connecting tens of millions of devices over the Internet through a proxy-based network. Bright Data, then Luminati, invented a whole new type of proxy service based on a peer-to-peer network that Bright Data patented and developed under the name of residential IPs or proxies. Upon information and belief, Defendant copied Bright Data introducing a competing residential proxy service in May 2018, which subsequently became the subject of patent infringement litigation. On November 5, 2021, a jury verdict found that Defendant willfully infringed Bright Data's patent rights. Ex. AA. Despite the jury verdict, Defendant announced that "[t]he Court has not issued any orders related to continued use of Oxylabs' residential proxy service" and "Oxylabs continues to offer its services in an uninterrupted manner." Ex. AB.

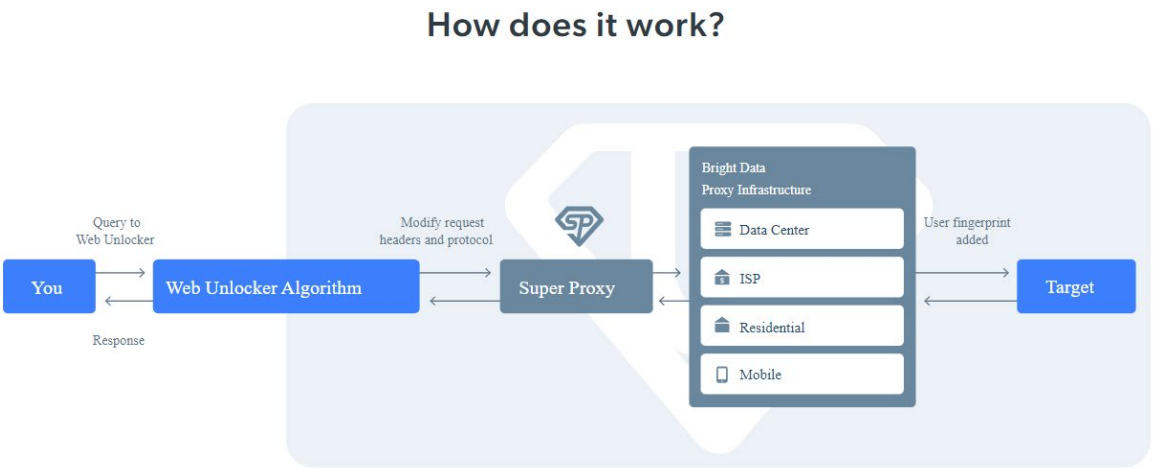
14. Since at least as early as 2019, Bright Data has offered web data collection tools and services relying on its proxy network including the service at issue, which allows customers to "[s]crape data without getting blocked." Bright Data has operated this service under the "Web Unlocker" mark since at least June 2021 continuing the same commercial impression from its preceding "Data Unblocker" mark for the same service.



Ex. D, https://brightdata.com/products/web-unlocker

15. Bright Data permits its customers to utilize its proxy networks, including datacenter, ISP, residential and mobile proxies to gather data over the Internet using proxy devices from various localities as required by the customers. Because each of these proxy devices has its own IP address, web servers receiving requests from these proxy devices do not recognize such requests as originating from the actual user making the request. Instead, the server identifies the request as coming from a device based upon the IP address of the proxy device. These proxy devices provide customers with a number of advantages. For example, online retailers may

anonymously use these proxy devices to gather information from web servers (such as for comparative pricing), businesses may utilize these devices to test their web sites from any city in the world, and cyber security firms may employ these devices to test web sites for malicious code. A July 1, 2021 web.archive.org screen capture of the Bright Data website illustrates the use of Web Unlocker with data center, ISP, residential, and mobile proxies as shown below:

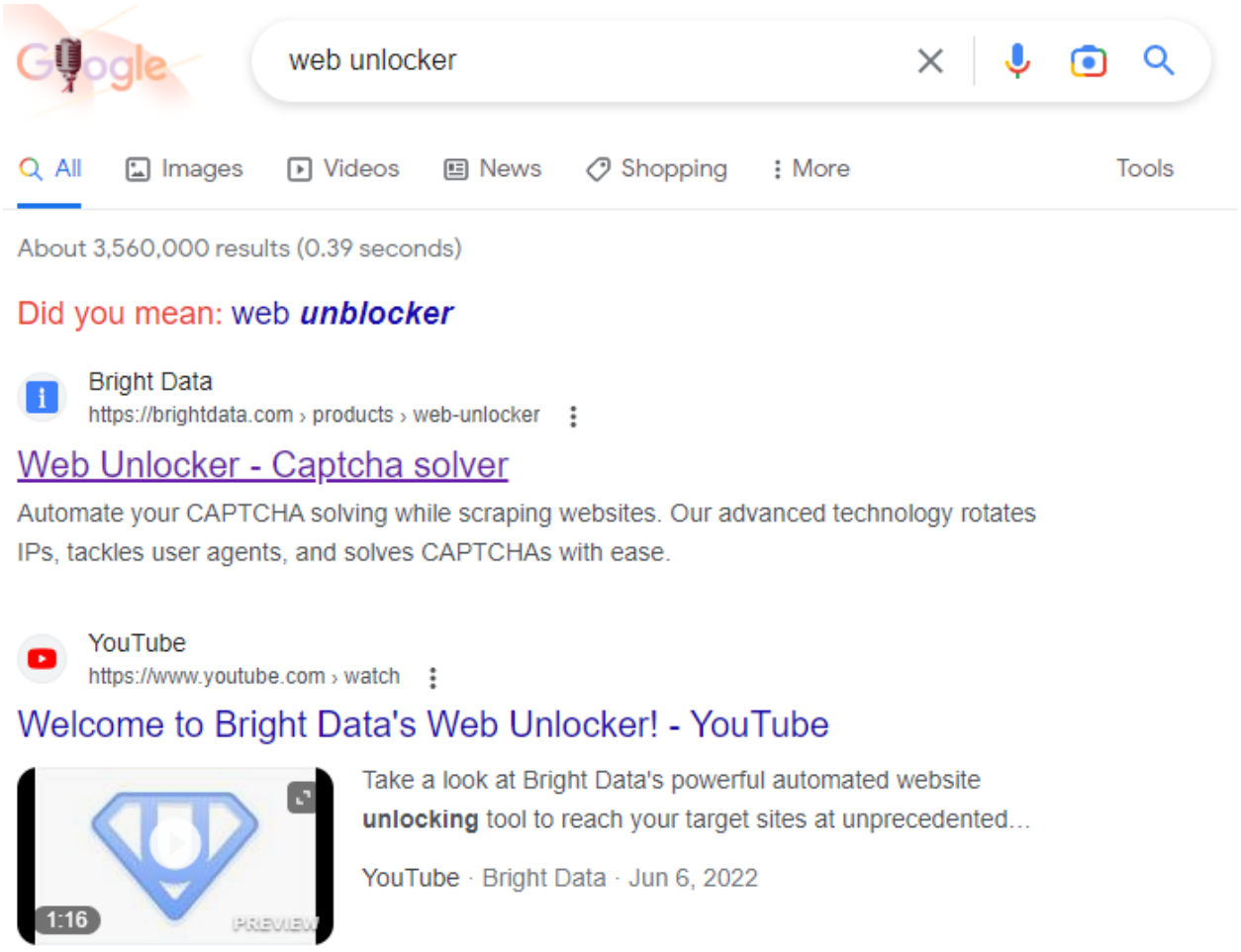


Ex. G, http://web.archive.org/web/20210701150141/https://brightdata.com/products/web-unlocker

16. The "Web Unlocker"/"Data Unblocker" and "Bright Data" trademarks are distinctive marks.

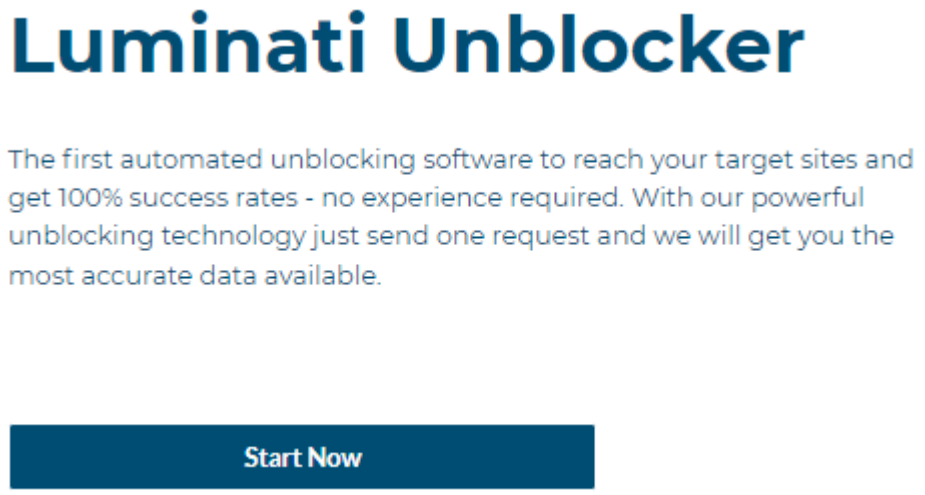
17. Bright Data has invested considerable resources developing this service and associated "Web Unlocker"/"Data Unblocker" trademarks and the public associates these trademarks with Bright Data. Since at least 2021, Bright Data has promoted the "Web Unlocker"/"Data Unblocker" trademarks through its website, blogs, online videos, online advertisements, and other materials. Bright Data's promotional materials using the "Web Unlocker"/"Data Unblocker" trademarks have been and continue to be directed toward a global

audience, including the United States and this district. The following screenshot shows google search results for "web unlocker" from around January 16, 2023.

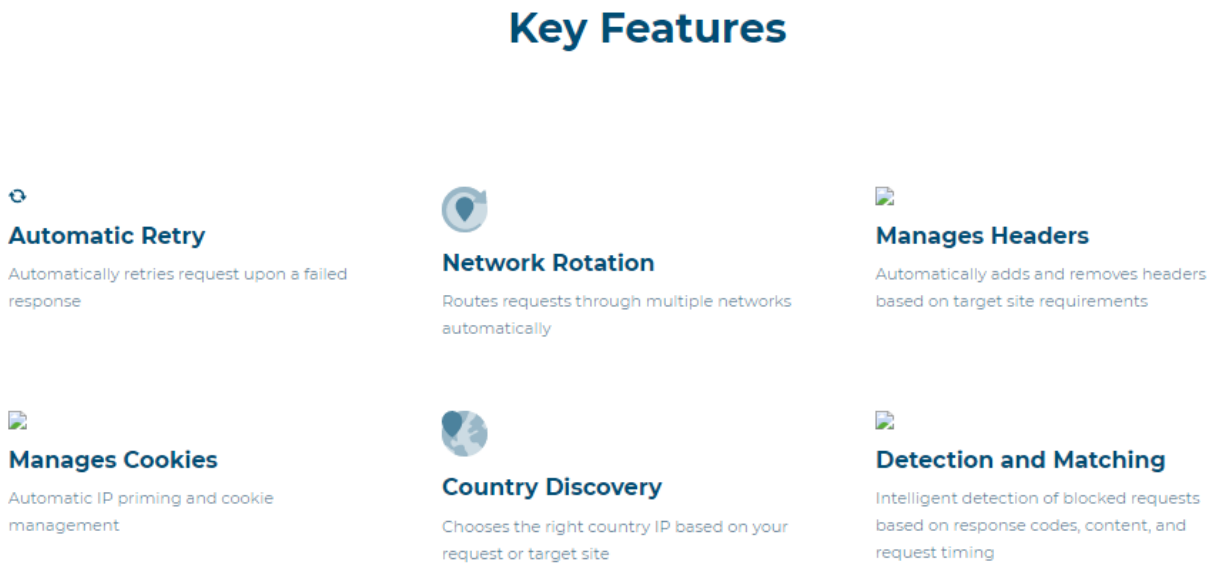


Ex. H, https://www.google.com/search?q=web+unlocker&rlz=1C1GCEU_enUS1029US1029&oq=web+unlocker&aqs=chrome.0.69i59j0i10i433i512j69i59j0i10i512l7.2457j0j15&sourceid=chrome&ie=UTF-8#ip=1

18. In 2019, Bright Data, then known as Luminati, was using its "Web Unlocker" service under the mark "Unblocker." For example, the below August 11, 2019 web.archive.org screen capture shows Bright Data advertising this service under the "Unblocker" mark:

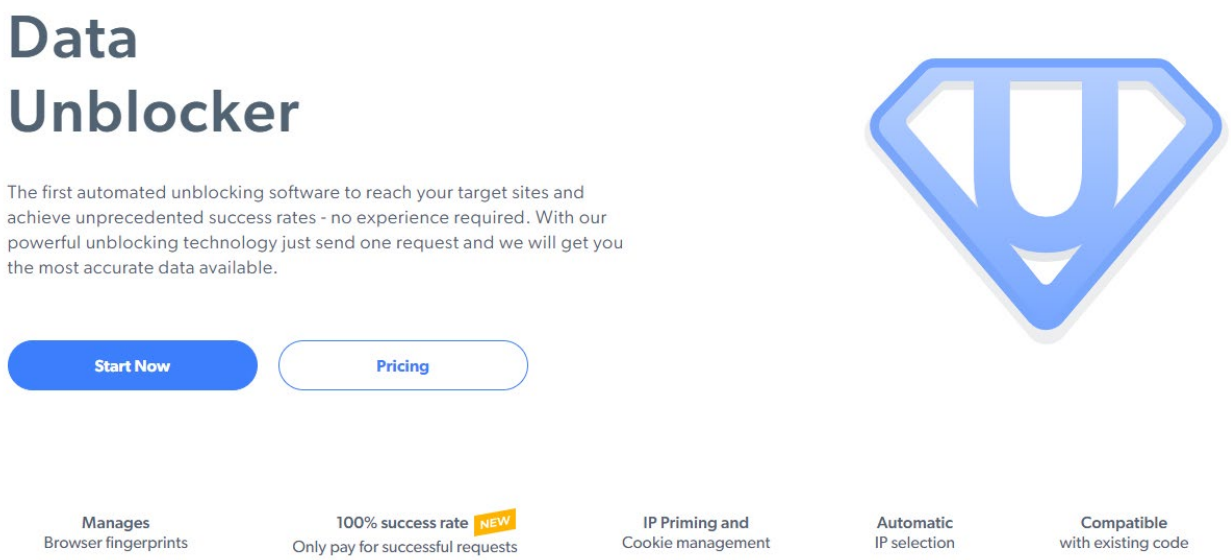


Ex. I, http://web.archive.org/web/20190811154208/https://luminati.io/proxy-tools/unblocker

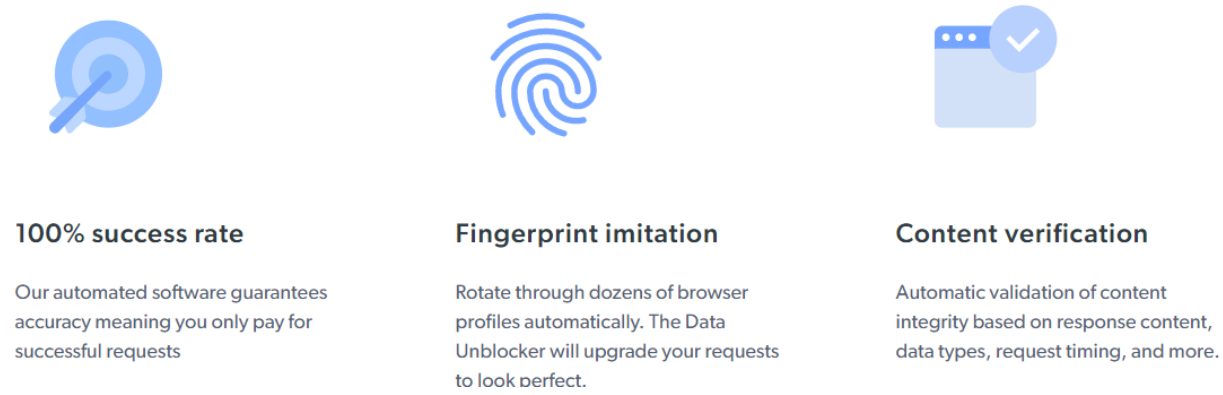


Ex. I, http://web.archive.org/web/20190811154208/https://luminati.io/proxy-tools/unblocker

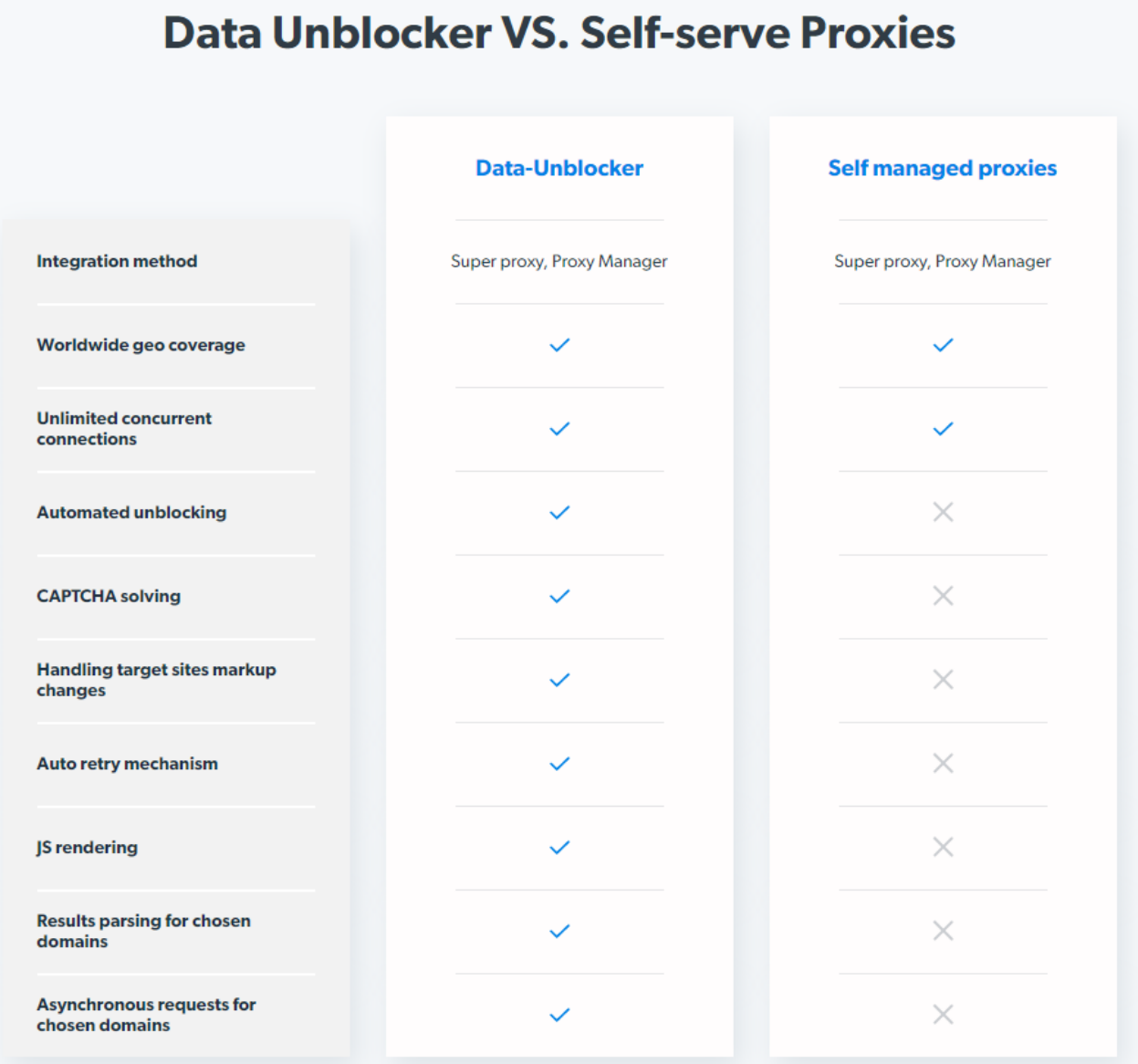
19. Bright Data also advertised its "Web Unlocker" service as "Data Unblocker" as shown below in the April 11, 2021 website captures from web.archive.org showing a description page and advertised pricing data for the "Data Unblocker" product:



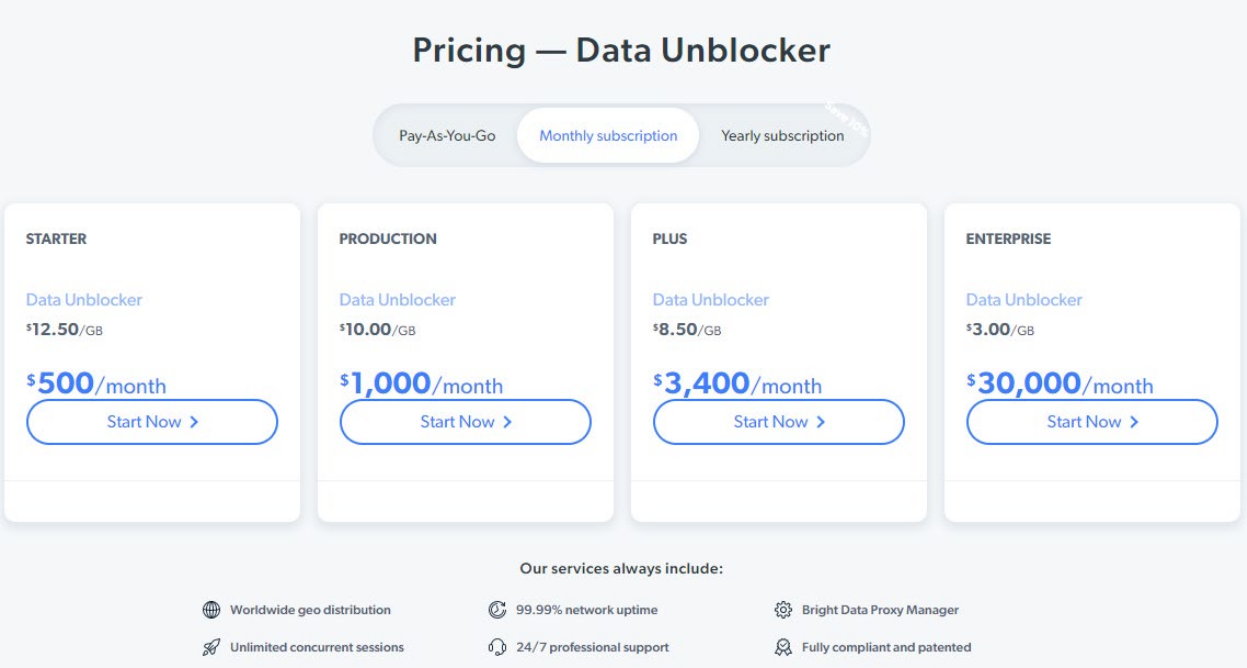
Ex. J, http://web.archive.org/web/20210411130531/https://brightdata.com/products/data-unblocker



Ex. J, http://web.archive.org/web/20210411130531/https://brightdata.com/products/data-unblocker

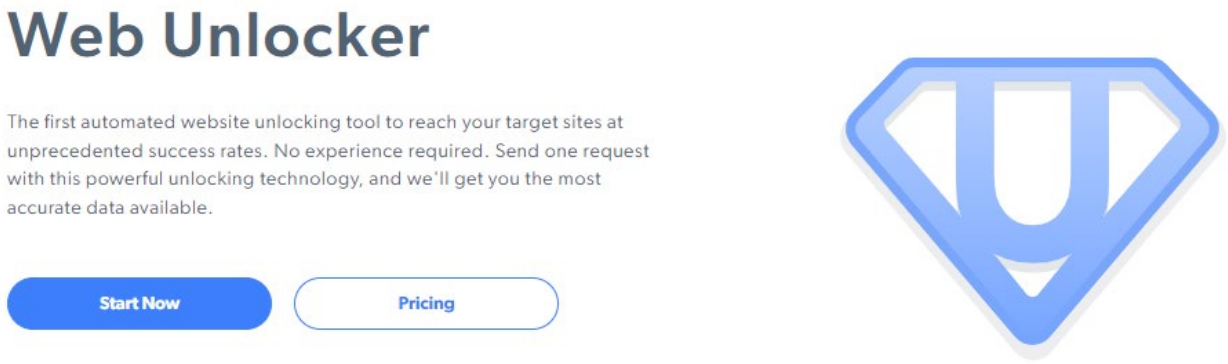


Ex. J, http://web.archive.org/web/20210411130531/https://brightdata.com/products/data-unblocker

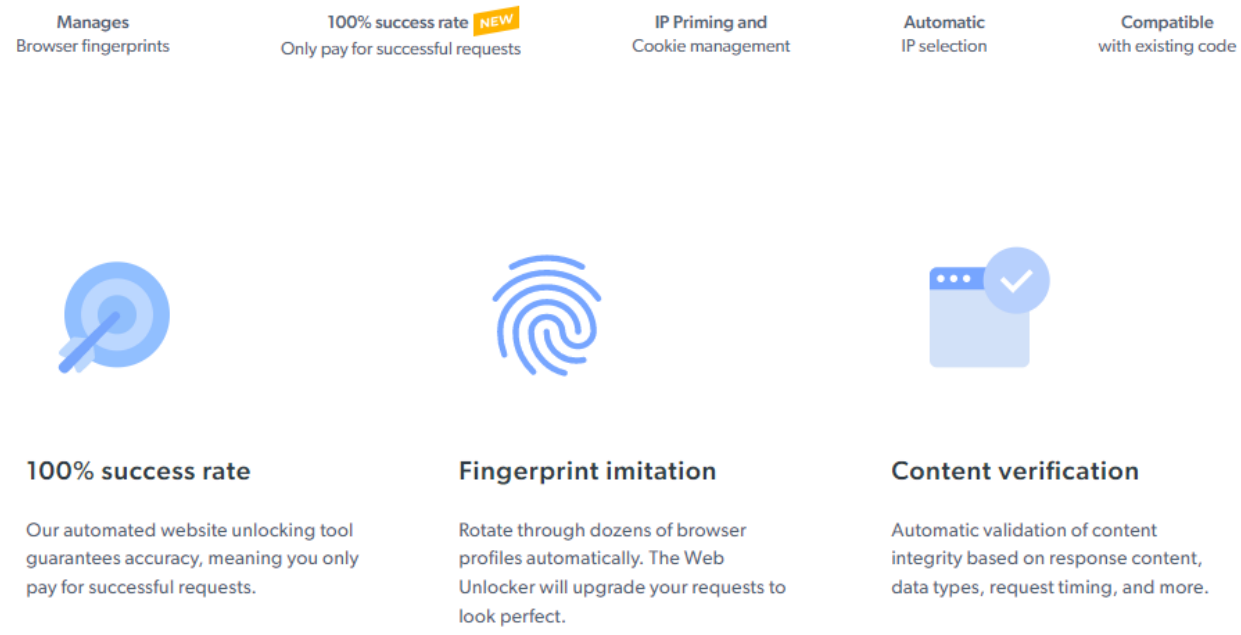


Ex. K, http://web.archive.org/web/20210411122540/https://brightdata.com/pricing/unblocker

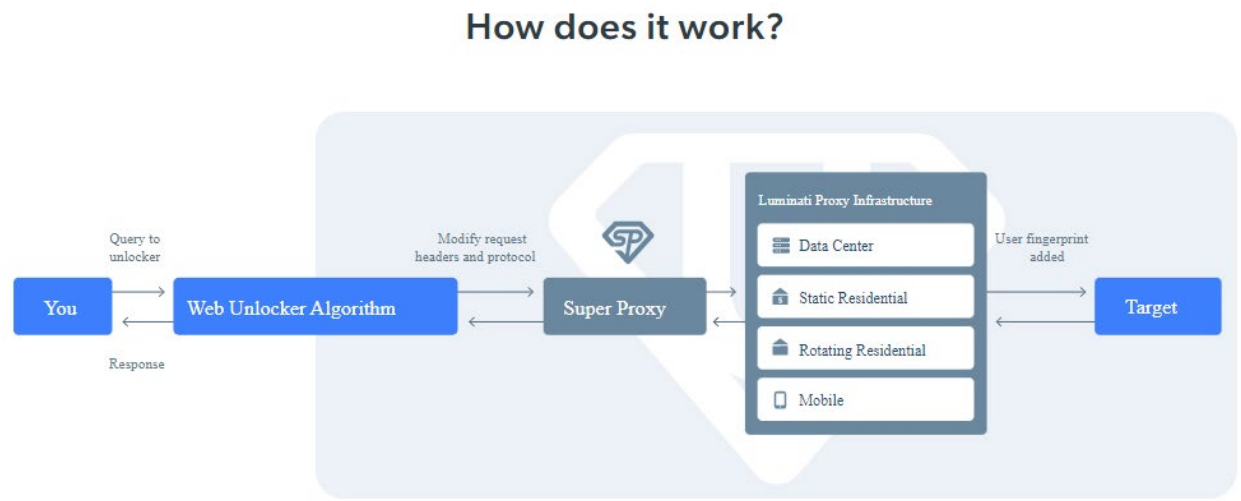
20. Bright Data has advertised this same service as "Web Unlocker" since at least June 2021 as shown in the below web.archive.org screen captures of Bright Data's website from June 30, 2021:



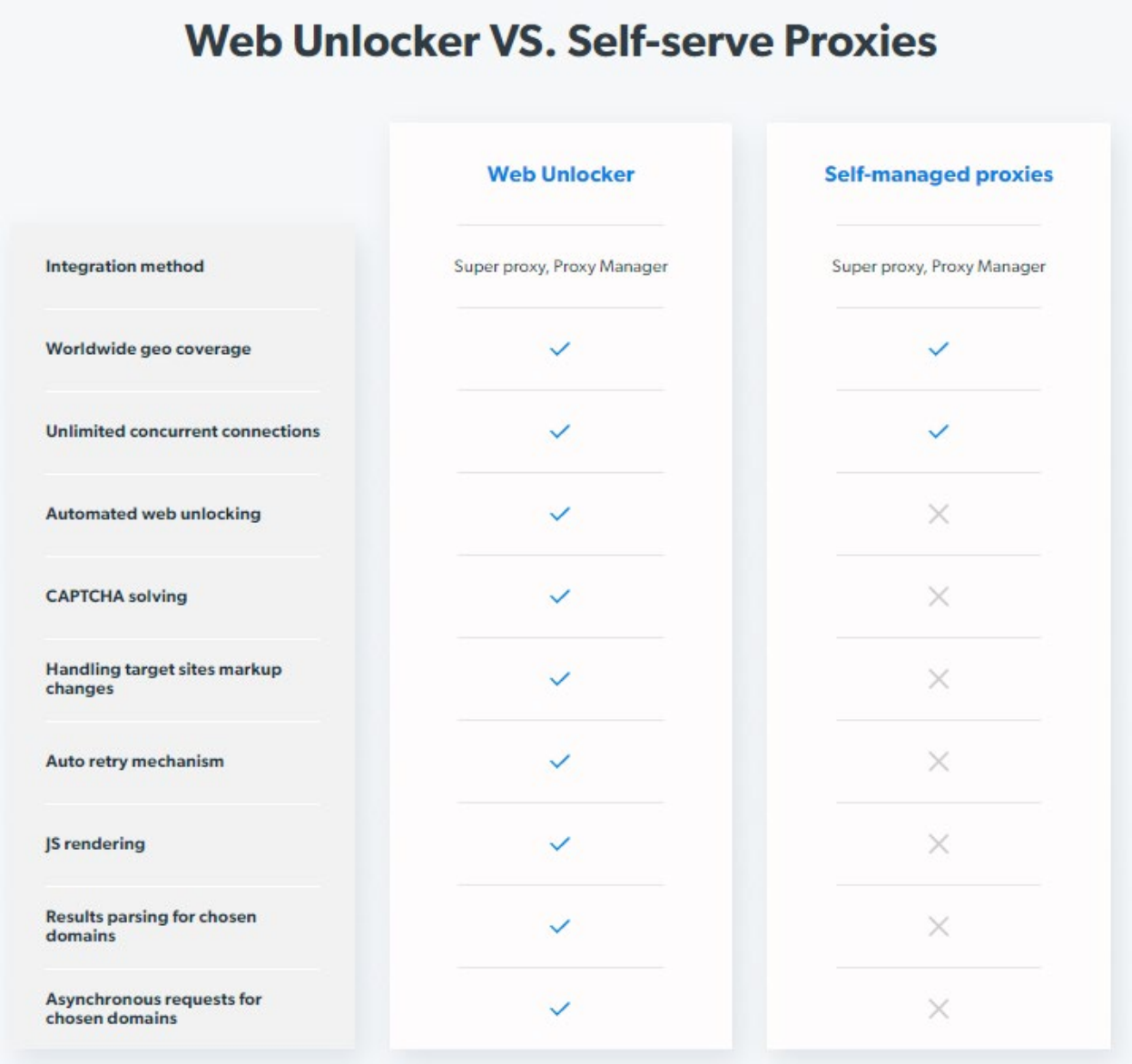
Ex. L, http://web.archive.org/web/20210630063109/https://brightdata.com/products/web-unlocker



Ex. L, http://web.archive.org/web/20210630063109/https://brightdata.com/products/web-unlocker



Ex. L, http://web.archive.org/web/20210630063109/https://brightdata.com/products/web-unlocker



Ex. L, http://web.archive.org/web/20210630063109/https://brightdata.com/products/web-unlocker

21. The following blog entries from Bright Data's website show a number of blog entries dated as early as October 3, 2021 discussing Bright Data's "Web Unlocker" service.

Why Web Unlocker Is Better Than Any Premium Proxy Available

Learn how this tool can help your business automate the unlocking process by handling everything from IP rotation, and request retries to User-Agents, and fingerprints as well as why it works better than any premium proxies currently on the market

Aviv Besinsky | Product Manager 03-Oct-2021

Ex. M, https://brightdata.com/blog/why-brightdata/web-unlocker-is-better-than-any-premium-proxy

How Web Unlocker is enabling better fingerprinting, auto-unlocking, and CAPTCHA-solving

From customized Transport Layer Security (TLS) handshakes at the Network level, and User-agent generation at the Protocol level to complete cookie management, and browser fingerprint emulation at the browser-level, 'Web Unlocker' takes 'Unblocking' to the next level

Aviv Besinsky | Product Manager 01-Dec-2021

Ex. N, https://brightdata.com/blog/products-updates/web-unlocker-enables-better-fingerprinting-auto-unlocking-and-captcha-solving

Solved! Web Unlocker is now powering the on-demand data revolution so companies can deliver industry-leading results

Using the same pool of IPs when attempting to collect data, as well as dealing with 2-step human logic-based blockades such as CAPTCHAs, and ongoing target site fingerprint reconfigurations are just the tip of the Titanic-sized iceberg that corporations are grappling with at present

Aviv Besinsky | Product Manager 16-Feb-2022

In this article we will discuss:

- **The problem: target site blockades are inhibiting access to target data sets**
- **The solution: Unlocker is a cutting-edge AI/ML-based solution that delivers**
- **How companies are leveraging Web Unlocker to deliver faster results for customers**

Ex. O, https://brightdata.com/blog/leadership/web-unlocker-site-unblocking-capabilities

Buying proxies for web scraping. Pro tips to save on costs.

Learn the differences between the cost of proxies vs. the cost of data acquisition, how to optimize proxy integration/maintenance costs, as well as how to build a solution that will be relevant for years to come

Anna Sharma | Marketing Manager 22-Aug-2022

Cost of cleaning and preparation of data

Data scraping is only the initial stage. After the collection stage, the process of cleaning, and structuring data makes it suitable for further analysis. Many companies spend up to 80% of their time on this stage.

The amount of bad data (i.e., broken, invalid, and inconsistent data points) can be significantly reduced if you choose the right proxies for your business.

Here are three things to look for in a potential provider:

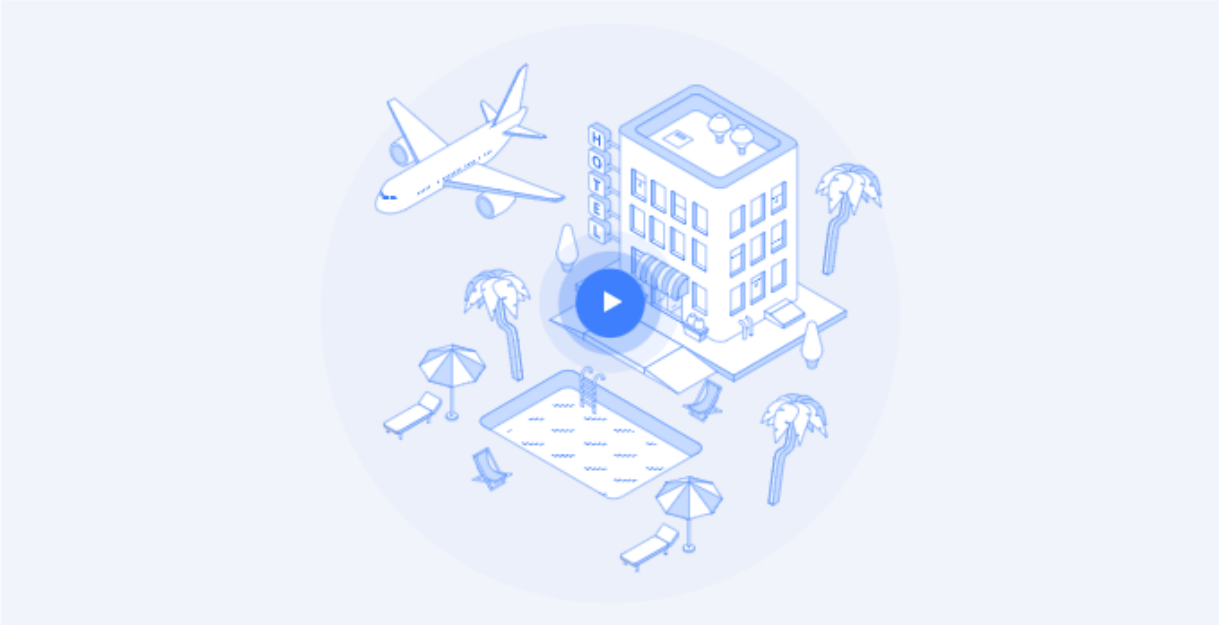
- Their networks are made up of devices that belong to real users or residential Internet Service Providers (ISPs). Target sites have a much higher level of trust when such proxies attempt to collect data from them which also contributes to above-average success rates. (Networks in this category include: Residential Proxies, Mobile Proxies, ISP Proxies).
- Proxies that can automatically select digital fingerprints, and emulate headers (**Web Unlocker** is a good example of a tool that helps accomplish this).
- Proxies that are able to identify inconsistencies in page responses that indicate a potentially hidden block. For example, when using Bright Data, such a response would not be considered successful, and the system will automatically skip this site (thereby saving the user time, money, and resources).

In addition, sometimes, the site has information that you simply do not need. Choose proxies that allow you to split the traffic in terms of bandwidth and cost optimization. For example, if you don't need media files, you can choose to skip these data points saving up to 90% of your bandwidth (and budget).

Ex. P, https://brightdata.com/blog/proxy-101/buying-proxies-for-web-scraping-pro-tips-to-save-on-costs

How travel companies use web data to win customers

Web Data allows companies to see travel market dynamics across regions, pricing, inventory, supply chains and consumer behavior. It tells what customers are doing, surfaces critical trends, and can even help anticipate what competitors will do next.



Noah Kalson | Director of Brand Marketing 25-Aug-2022

The leading 5/10 travel & hospitality brands rely on Bright Data to deliver their web data

Company #2: An Online Travel Agency (OTA) wondering how competitive their offers are

The company: This is an OTA that offers travel bundles including flight, rental car, and accommodations. They have many competitors across the board and operate in an ecosystem that is constantly changing and evolving.

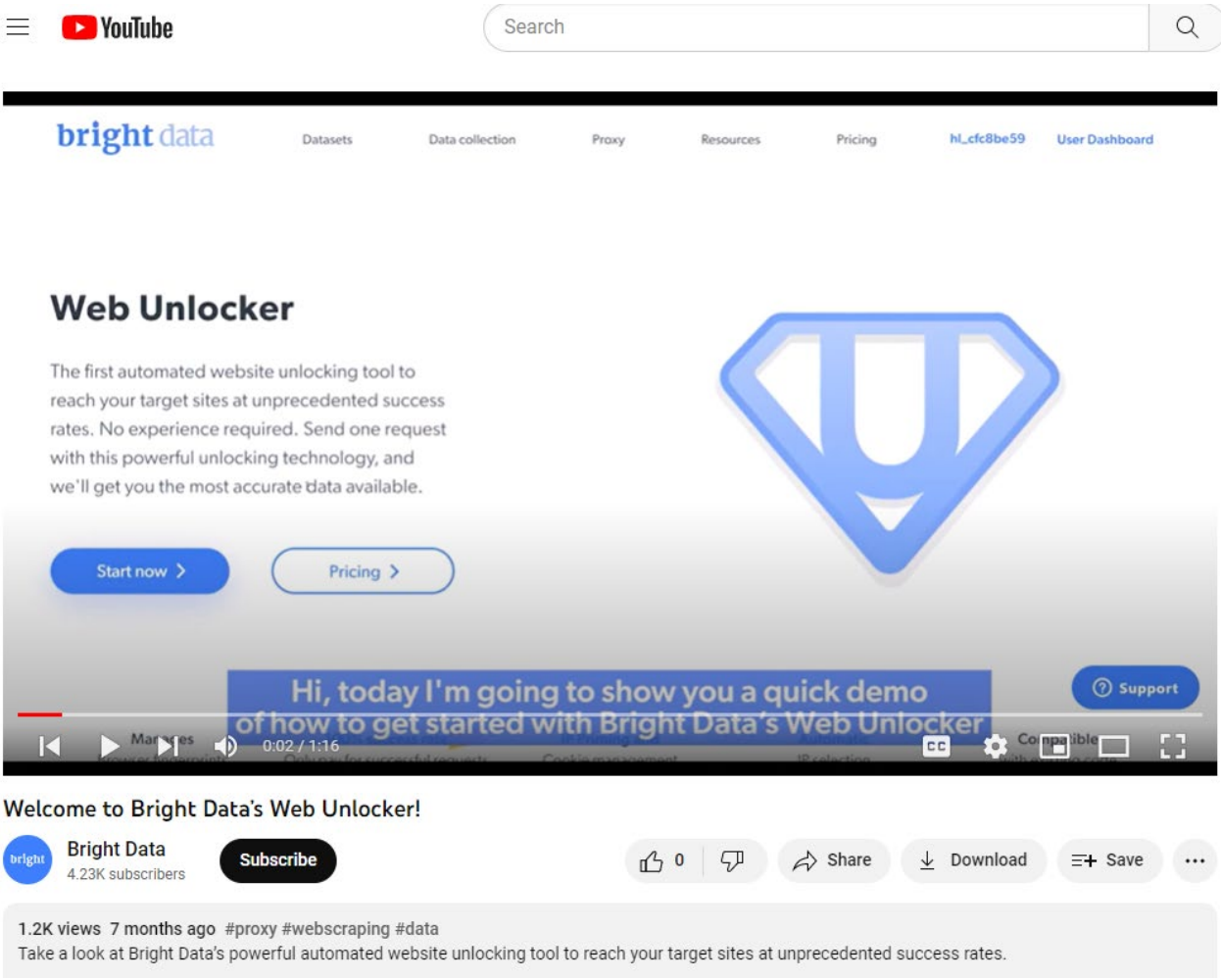
The challenge: The company has interests in many geolocations and, as such, needs to collect real-time information on how their competition displays similar offers to different target audiences. But accomplishing this is not so easy as their head office is located in Germany. They can retrieve information from competitor sites, but very often, their IPs get blacklisted due to sending too much traffic to a target site. Other times, they cannot access a site in China, for example, using a German IP address.

The Solution: This company has decided to use a tool called **Web Unlocker**, which enables them to automate the process of IP rotation as well as using Machine Learning (ML) algorithms in order to solve and circumvent target site blocks and restrictions.

The outcome: This OTA is able to better compete and offer bundles that are better suited to the ecosystem within which they operate. Their systems are now updated when competitor bundle offers change, allowing them to strategically pivot where they deem necessary.

Ex. Q, https://brightdata.com/blog/leadership/how-data-is-being-used-to-win-customers-in-the-travel-sector

22. Bright Data has also advertised its "Web Unlocker" service through videos such as YouTube videos like the below posted around mid-2022.



Ex. R, https://www.youtube.com/watch?v=1SRJVBBUpk8&list=PLFgLa9oxPE0ea7Y3zKonXBRsPrceaoT76&index=17

23. Bright Data's "Data Unblocker" and "Web Unlocker" service is well-known in the market and have been the subject of multiple third-party reviews as shown in the below web.archive.org screenshots of third-party Proxyway's website from January to September 2022:

Data Unblocker

> *Proxies on steroids.*

Bright Data's Unblocker is one of those tools I mentioned. It builds upon the provider's proxy infrastructure to provide extra features – while still keeping the same format.

True to its name, **Data Unblocker returns data with a 100% success rate**. It achieves this by doing some heavy lifting on the provider's end. Once you send a connection request, Bright Data chooses a suitable IP address, masks its information by taking care of cookies, fingerprint, and other identifiers, validates the website's response, and returns the data to you. It can even handle JavaScript and parse the results for easier ingestion.

In short, **you basically get a good deal of a web scraper**. With this tool, your main tasks become sending requests and storing the data. Bright Data will do everything else for you.

Data Unblocker isn't the only such tool in the market. Other similar options are Zyte's Smart Proxy Manager and Oxylabs' Next-Gen Residential Proxies.

Ex. S, http://web.archive.org/web/20220118063244/https://proxyway.com/reviews/luminati-proxies

Web Scraping Tools

Universal scraper	SERP scraper	E-commerce scraper	No-code scraper
✅	✅	✅	✅

Bright Data offers three tools for data collection: **Web Unlocker**, **Search Engine Crawler**, and **Data Collector**. The first is a proxy network with integrated web scraping capabilities to ensure 100% successful delivery. The second is an API for collecting structured data from search engines (a SERP API). And the third is a complete cloud-hosted web scraper that requires no developer resources (or development knowledge) to use.

Features

	Web Unlocker	Search Engine Collector	Data Collector
Type	Proxy-based API	Proxy-based API	No-code web scraper
Targets	Universal	Search engines	Universal
Data parsing	–	Google, Bing, Yandex, DuckDuckGo	Over 100 websites
Locations	Global with country & city targeting		Template-based
Integration	Proxy	Proxy, API	Templates via dashboard, API
Output formats	HTML	HTML, JSON	JSON, CSV, XLSX
Data delivery	Real-time	Real-time, batch	Real-time, batch, scheduled

Ex. T, http://web.archive.org/web/20220627013901/https://proxyway.com/reviews/luminati-proxies

3 Web Scraping Tools

Universal scraper	SERP scraper	E-commerce scraper	No-code scraper
✅	✅	✅	✅

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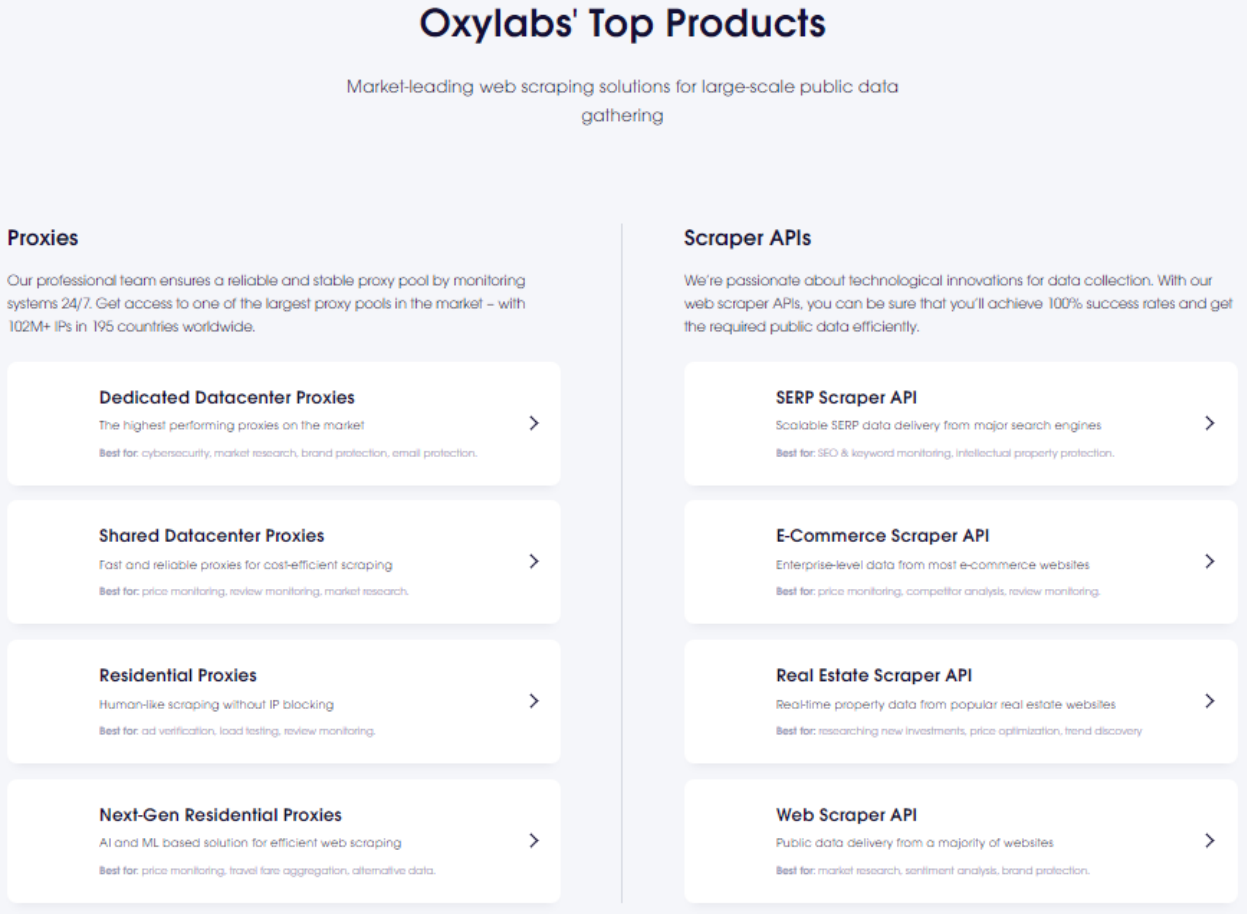
Locations	Global with country & city targeting		Template-based
Integration	Proxy	Proxy, API	Templates via dashboard, API
Output formats	HTML	HTML, JSON	JSON, CSV, XLSX
Data delivery	Real-time	Real-time, batch	Real-time, batch, scheduled

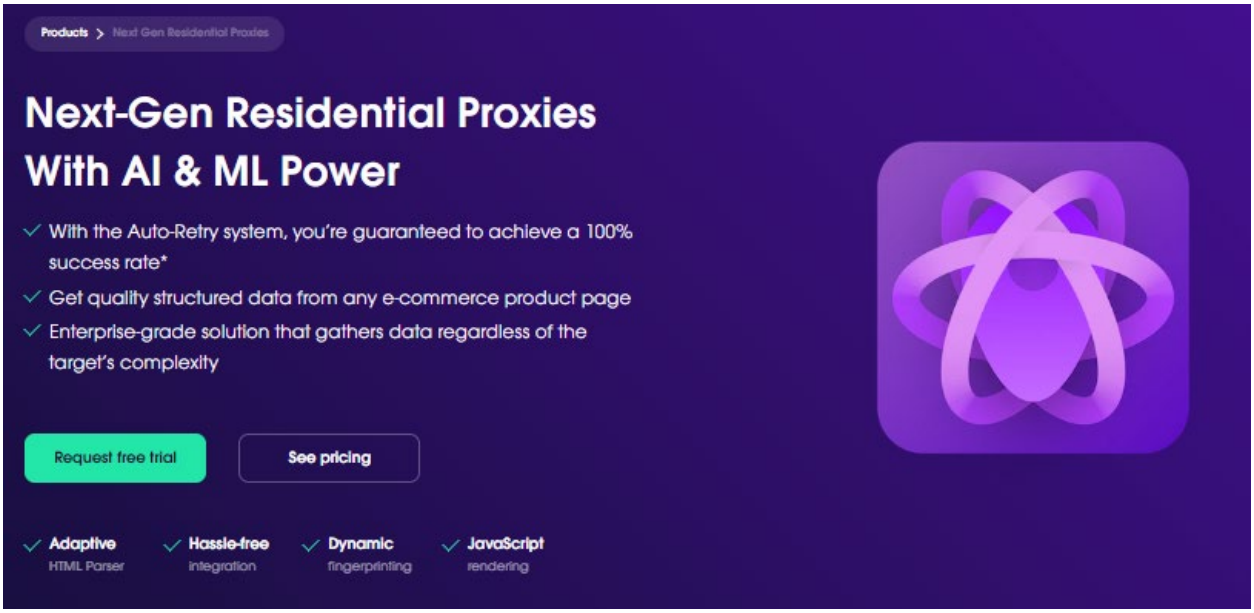
Ex. U, http://web.archive.org/web/20220927185421/https://proxyway.com/reviews/luminati-proxies

24. Bright Data has been very successful with over 10,000 customers worldwide including Fortune 500 companies, academic institutions, including for example Rice University, and small businesses. In 2022 alone, Bright Data had thousands of customers who purchased its "Web Unlocker" product.

25. Upon information and belief, Oxylabs is Bright Data's largest competitor with both parties competing for the same customers around the world, including in the United States and Texas. Upon information and belief, Defendant also offers "large-scale web data extraction" products and services under the Oxylabs brand. Exs. A and E. https://oxylabs.io/. Like Bright Data, Oxylabs touts itself as having a proxy infrastructure comprising tens of millions of proxies including data center, ISP, residential and mobile. https://oxylabs.io/. As shown above, third-party Proxyway identified Oxylabs' "Next-Gen Residential Proxies" as an alternative to Bright Data's "Data Unblocker." Ex. S. As recently as December 22, 2022, Oxylabs touted its "Next-Gen Residential Proxies" service as a top product providing "AI and ML based solution for efficient web scraping" including features like "Auto-Retry," "Dynamic fingerprinting," "Javascript rendering," and "CAPTCHA handling," in comparison to Bright Data's advertised features of "Auto retry," "Fingerprint imitation," "JS rendering" and "Captcha solving." Ex. V-W. Upon information and belief Oxylabs also offered to sell and sold its proxy services, including "Next-Gen Residential Proxies" to the same customers that Bright Data offers to sell and sells its "Web Unlocker" product to including a range from Fortune 500 companies to small businesses, including in the United States and Texas. Upon information and belief, as Bright Data's largest competitor, Oxylabs has certainly been aware of Bright Data and Bright Data's "Web Unlocker" service.



Ex. V, http://web.archive.org/web/20221227202707/https://oxylabs.io/



Ex. W, http://web.archive.org/web/20221222201951/https://oxylabs.io/products/next-gen-residential-proxies

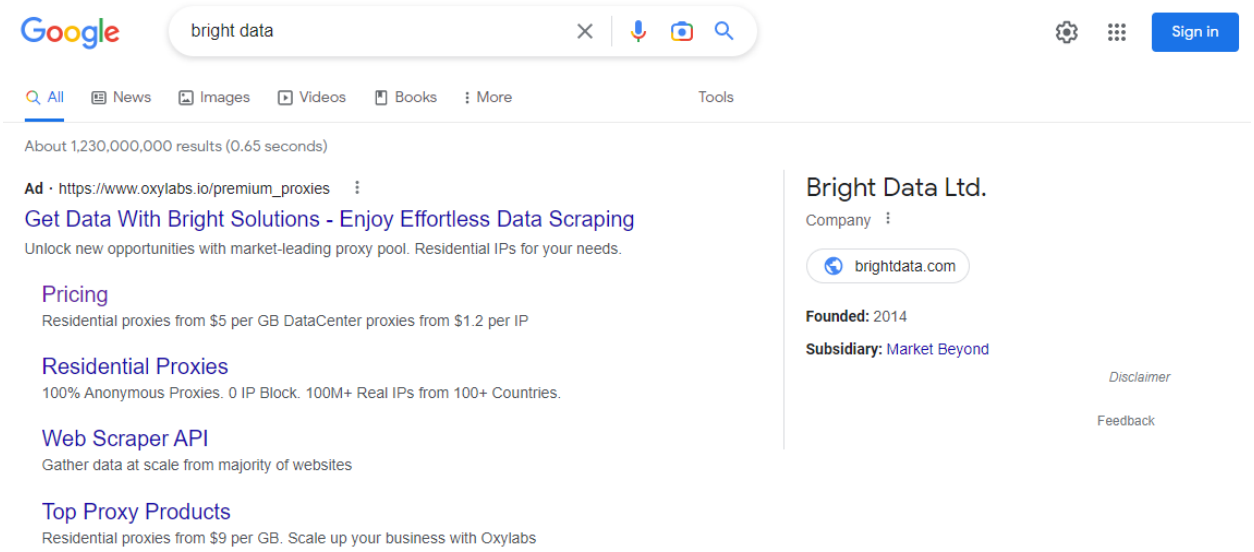
Next-Gen Residential Proxy and Residential Proxy features

	Next-Gen Residential Proxies	Residential Proxies
Main integration method	Backconnect Proxy	Backconnect Proxy
Device-specific requests	✓	✓
Location-specific requests	Country-level	Contry-level
IP blocks handling	✓	✓
Proxy pool management (e.g. rotation, session control, etc.)	✓	✓
CAPTCHA handling	✓	×
Website changes handling	✓	×
JavaScript rendering	✓	×
Results parsing for selected targets	✓	×

Ex. W, http://web.archive.org/web/20221222201951/https://oxylabs.io/products/next-gen-residential-proxies

26. Bright Data is the owner of the word mark of "BRIGHT DATA" that was registered as a trademark by the United States Patent and Trademark Office ("USPTO") on October 19, 2022 with a priority date to May 2, 2021. Ex. Y.

27. Upon information and belief, Defendant has specifically targeted Bright Data's customers including through the placement of advertising on Google. For example, a google search for "bright data" shows as a first result the below advertisement titled "Get Data with Bright Solutions – Enjoy Effortless Data Scraping" with a link to a url at an Oxylabs domain. While there is a URL that links to oxylabs.com, neither the title nor the subsequent text describing the link identify Oxylabs as the source of the advertisement. The advertisement appears to identify the service as "Bright Solutions," a term that is a colorable imitation of "Bright Data" and is likely to create confusion with Bright Data's name.



Ex. Z,
https://www.google.com/search?q=bright+data&rlz=1C1GCEU_enUS1029US1029&ei=PyHRY6nJLbauqtsPyIuO0AY&ved=0ahUKEwjp5NuM3eL8AhU2l2oFHciFA2oQ4dUDCBA&uact=5&oq=bright+data&gs_lcp=Cgxnd3Mtd2l6LXNlcnAQAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIHCAAQsAMQQzIHCAAQsAMQQzINCC4QxwEQ0QMQsAMQQzIHCAAQsAMQQzINCAAQ5AIQ1gQQsAMYATINCAAQ5AIQ1gQQsAMYATINCAAQ5AIQ1gQQsAMYATISCC4QxwEQ0QMQyAM

QsAMQQxgCMhIILhDHARDRAxDIAxCwAxBDGAJKBAhBGABKBAhGGAFQAFgAYL4OaANwAXgAgAEAiAEAkgEAmAEAyAERwAEB2gEGCAEQARgJ2gEGCAIQARgI&sclient=gws-wiz-serp#ip=1

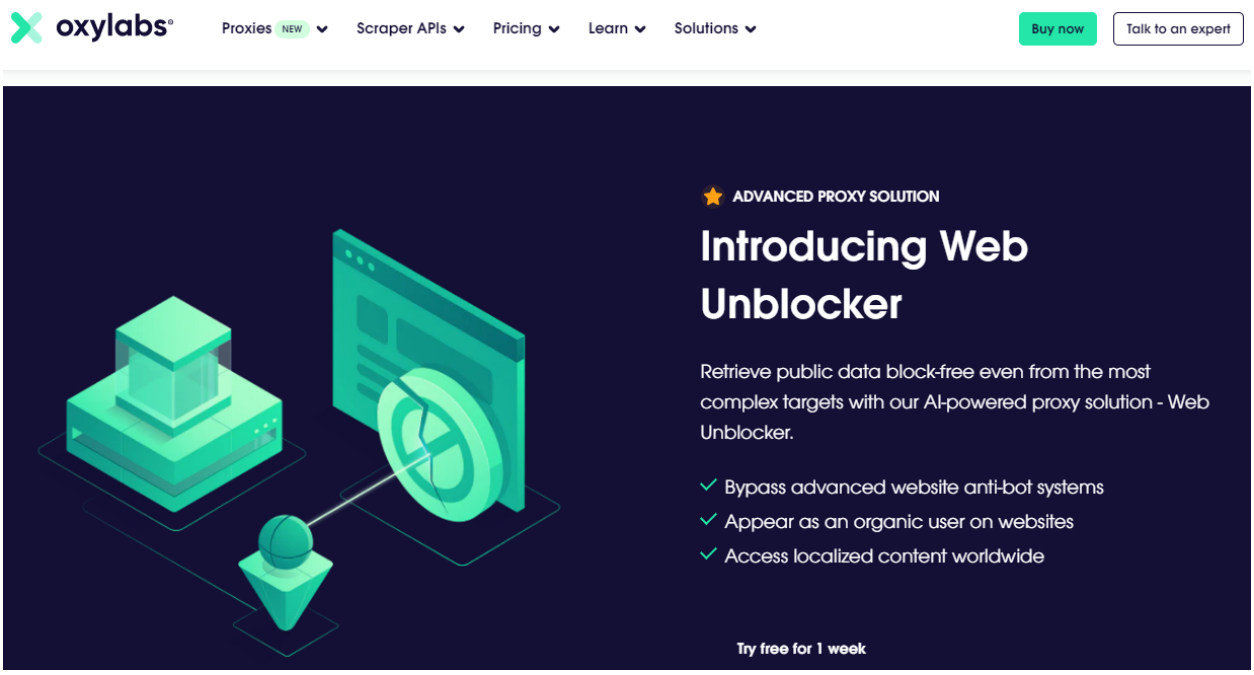
28. Upon information and belief, Defendant designed the above advertisement with a prominent reference to "Bright" and "Data" in close proximity using the term "Bright Solutions" (e.g., "Data With Bright Solutions") to create a likelihood of confusion between Bright Data's services and Oxylabs' service in order to misdirect potential Bright Data customers searching for "bright data" to Oxylab's website. As addressed above, Bright Data is the owner of the legally protectable registered mark of "Bright Data." Ex. Y. Upon information and belief, Oxylabs is creating a likelihood of confusion as to Bright Data's services through Oxylabs' use of "Data With Bright Solutions" in advertisements appearing in the results to a google search for "bright data." Bright Data does not provide, sponsor or approve of the advertised "Bright Solutions" and is not otherwise associated or affiliated with Oxylabs regarding "Bright Solutions." As a company providing services including for "anonymously fetching content from a web server," Bright Data's trademark of "Bright Data" is a strong distinct mark. Ex. Y. "Bright" is not descriptive term for the services that Bright Data provides. The shared use of the non-descriptive term "Bright" makes "Data With Bright Solutions" and "Bright Solutions" very similar to "Bright Data." As discussed above, Bright Data and Oxylabs are major competitors offering competing services including Bright Data's "Web Unlocker" service and Oxylabs' newly rebranded "Web Unblocker" service. Exs. S and U. Further, Oxylabs offers to sell its services to the same customers purchasing or considering Bright Data's services, using the same media including the above google advertisement placed by Oxylabs. Ex. Y. Upon information and belief, given the similarity of "Data With Bright Solutions" and "Bright Solutions" to "Bright Data" and Oxylabs' placement of the advertisement appearing in response to a search for "bright data," Oxylabs appears to be

intentionally trying to create confusion between Bright Data's services and Oxylabs' services. Ex. Y.

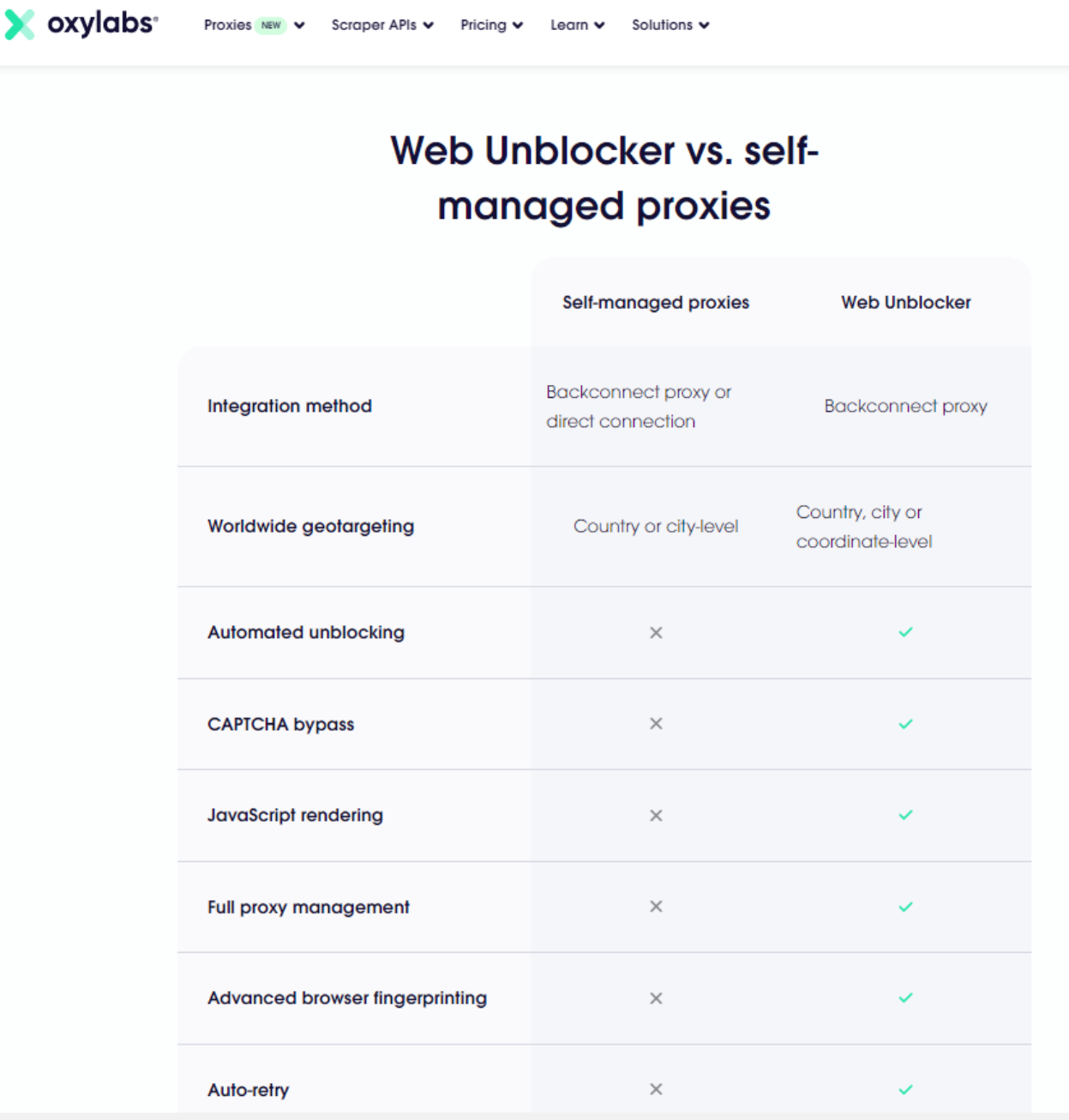
29. Upon information and belief, Oxylabs' use of the terms "Bright" and "Data" in close proximity and "Bright Solutions" (including but not limited to employing the phrase "Data With Bright Solutions") creates a likelihood of confusion among customers as to the source of Bright Data services, including consumer confusion as to a possible association between Oxylabs and Bright Data irreparably damaging Bright Data's goodwill and reputation. Further, upon information and belief, Oxylabs' use of "Data With Bright Solutions" and "Bright Solutions" in its advertisements, including those directed at consumers searching for "Bright Data," causes Bright Data to be damaged through the loss of sales and market share due to the diversion of sales to Oxylabs' inferior service resulting from this consumer confusion.

30. Upon information and belief, Defendant began using the name "Web Unblocker" as a successor to "Next-Gen Residential Proxies" in late December 2022 and/or early January 2023 to target Bright Data's customers and market share for Bright Data's "Web Unlocker" service. Exs. A-C. Oxylabs has promoted "Web Unblocker" using similar media including Oxylabs' website, a press release, and an advertised webinar. For example, Defendant (a) posted the below advertisements in early January 2023 on its website for "Web Unblocker," including an offer for a 1 week trial and a comparison table touting Defendant's "Web Unblocker" that largely mirrors Bright Data's table regarding Bright Data's "Web Unlocker" service, (b) posted a blog entry regarding the "Web Unblocker" service; (c) disseminated a press release on January 5, 2023 regarding the same "Web Unblocker" service on yahoo!finance, identifying "Web Unblocker" as inheriting almost all the features of "Next-Gen Residential Proxies" with upgraded artificial

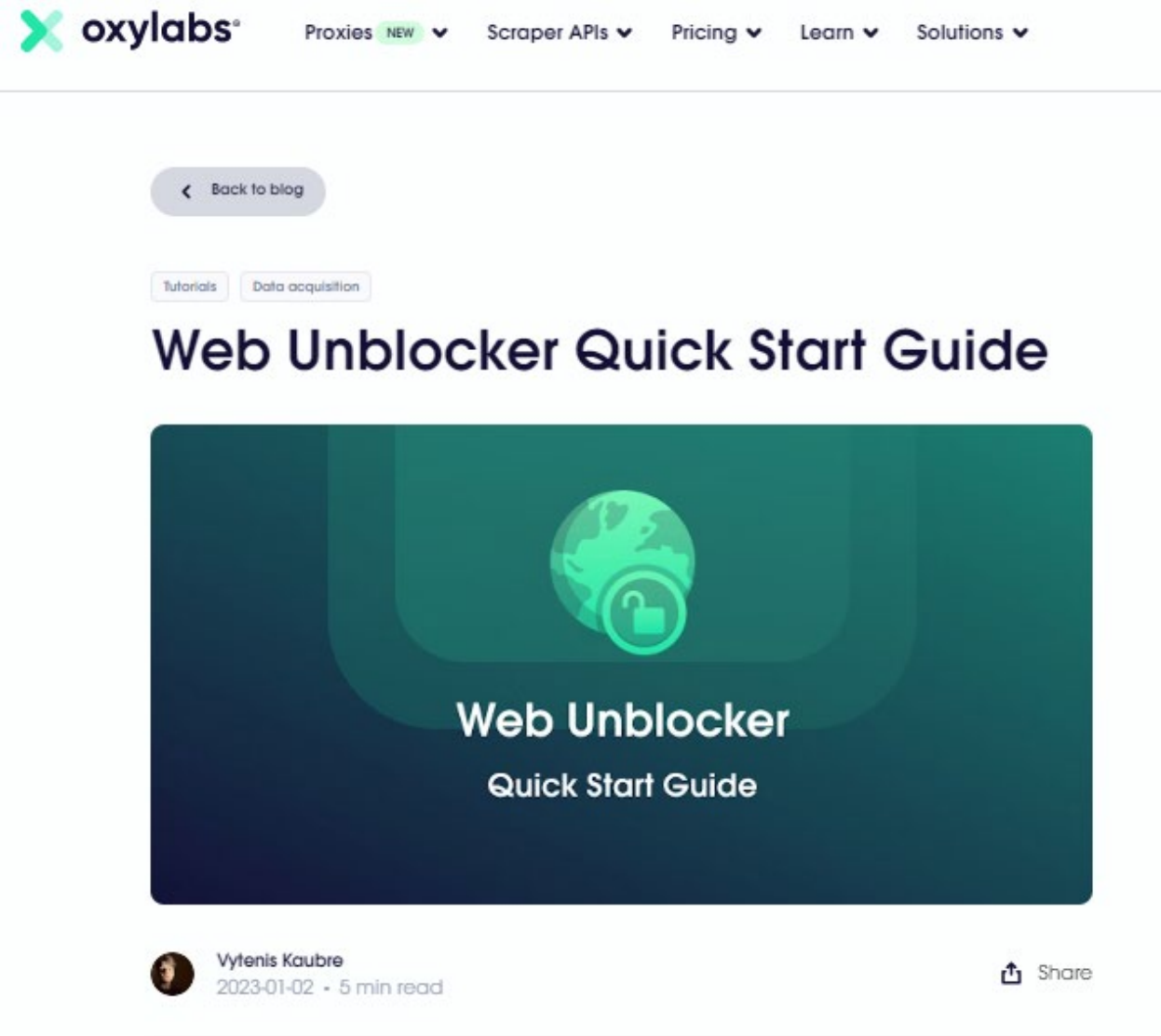
intelligence and machine learning models; and (d) distributed an advertisement for a webinar on Defendant's "Web Unblocker" service to be held on January 18, 2023.



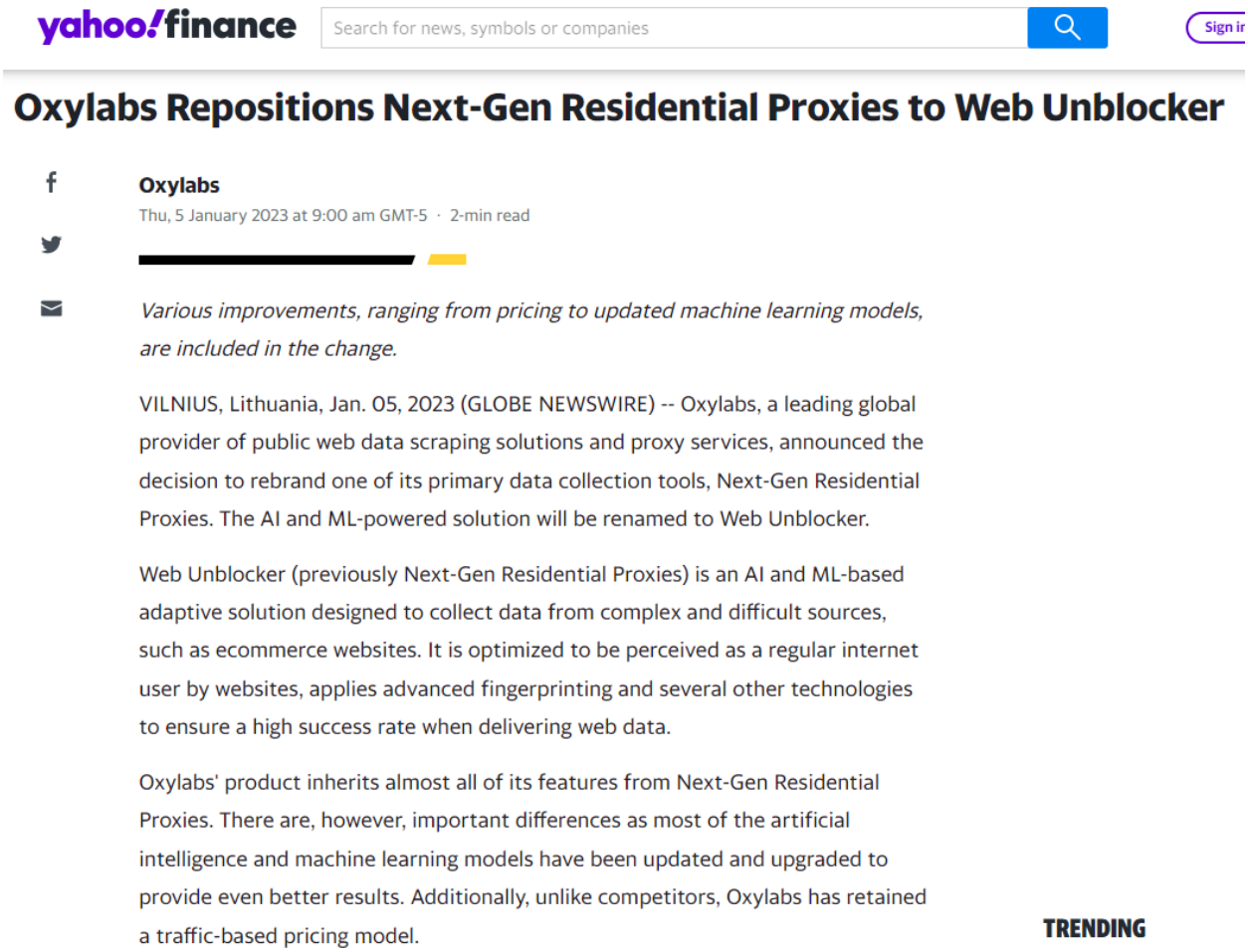
Ex. A, https://oxylabs.io



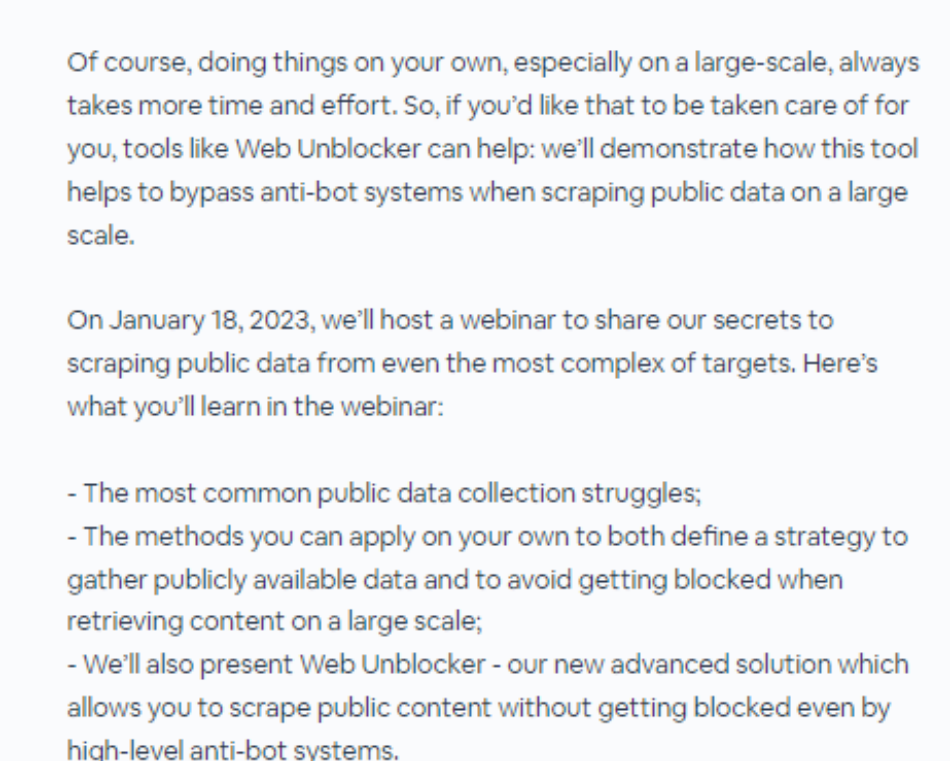
Ex. A, https://oxylabs.io/products/web-unblocker



Ex. X, https://oxylabs.io/blog/web-unblocker-quick-start-guide



Ex. B, https://uk.finance.yahoo.com/news/oxylabs-repositions-next-gen-residential-140000488.html?guce_referrer=aHR0cHM6Ly93d3cuZ29vZ2xlLmNvbS8&guce_referrer_sig=AQAAABfgD2BWDNaeeJ_DnnWxqjHHnypUObIaw0GQ49tLxDDBJHQJCh7IroJwDFCpTAdkTqaZPxy_Vcbo72YTrhtz8Njr8yUILgLJY62687gmzWOlu_KYefAaIDTLWZ-IwUDkSQMqsZZjYHkAFIMf5liwrJNwA8YGfJacQAJM6JtfZP4C&guccounter=2



Of course, doing things on your own, especially on a large-scale, always takes more time and effort. So, if you'd like that to be taken care of for you, tools like Web Unblocker can help: we'll demonstrate how this tool helps to bypass anti-bot systems when scraping public data on a large scale.

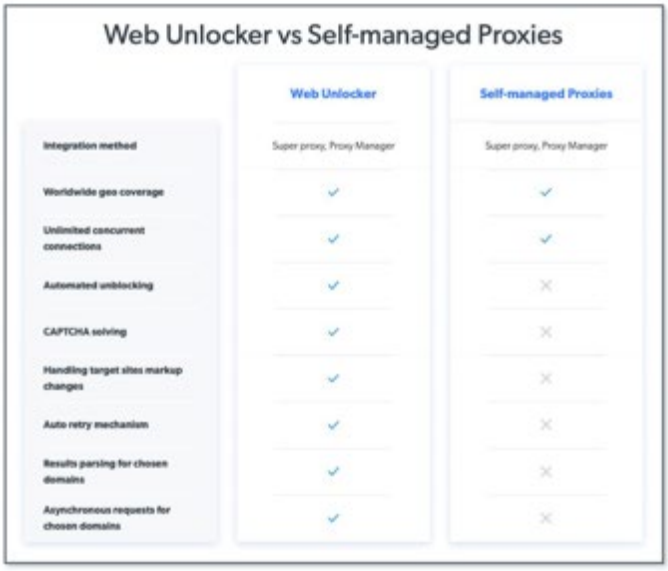
On January 18, 2023, we'll host a webinar to share our secrets to scraping public data from even the most complex of targets. Here's what you'll learn in the webinar:

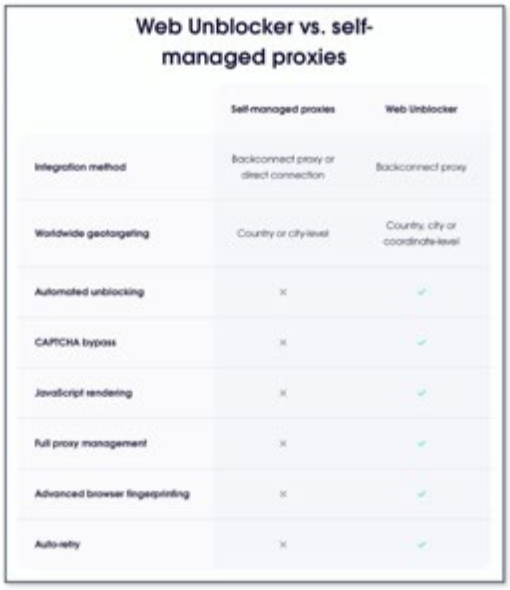
- The most common public data collection struggles;
- The methods you can apply on your own to both define a strategy to gather publicly available data and to avoid getting blocked when retrieving content on a large scale;
- We'll also present Web Unblocker - our new advanced solution which allows you to scrape public content without getting blocked even by high-level anti-bot systems.

Ex. C, https://www.bigmarker.com/oxylabs/Large-Scale-Web-Scraping-Never-Get-Blocked-Again?utm_bmcr_source=4

31. Oxylabs' new mark, "Web Unblocker", is nearly identical in spelling and sound to Bright Data's "Web Unlocker," with the addition of a single letter. In addition, as Bright Data has also previously used the mark "Data Unblocker," Oxylabs has chosen a name that combined the two marks that Bright Data has used for this service. Upon information and belief, Oxylabs' rebranding of "Next-Gen Residential Proxies" to "Web Unblocker" creates a high likelihood of confusion that Oxylabs' "Web Unblocker" may be associated with Bright Data.

32. Upon information and belief, Oxylabs is implementing this rebranding of "Next-Gen Residential Proxies" to "Web Unblocker" to intentionally and willfully create confusion with Bright Data's "Web Unlocker"/"Data Unblocker" service. For example, upon information and belief, Oxylabs' website for "Web Unblocker" has been designed to closely imitate Bright Data's website for "Web Unlocker" as shown in the two below tables.

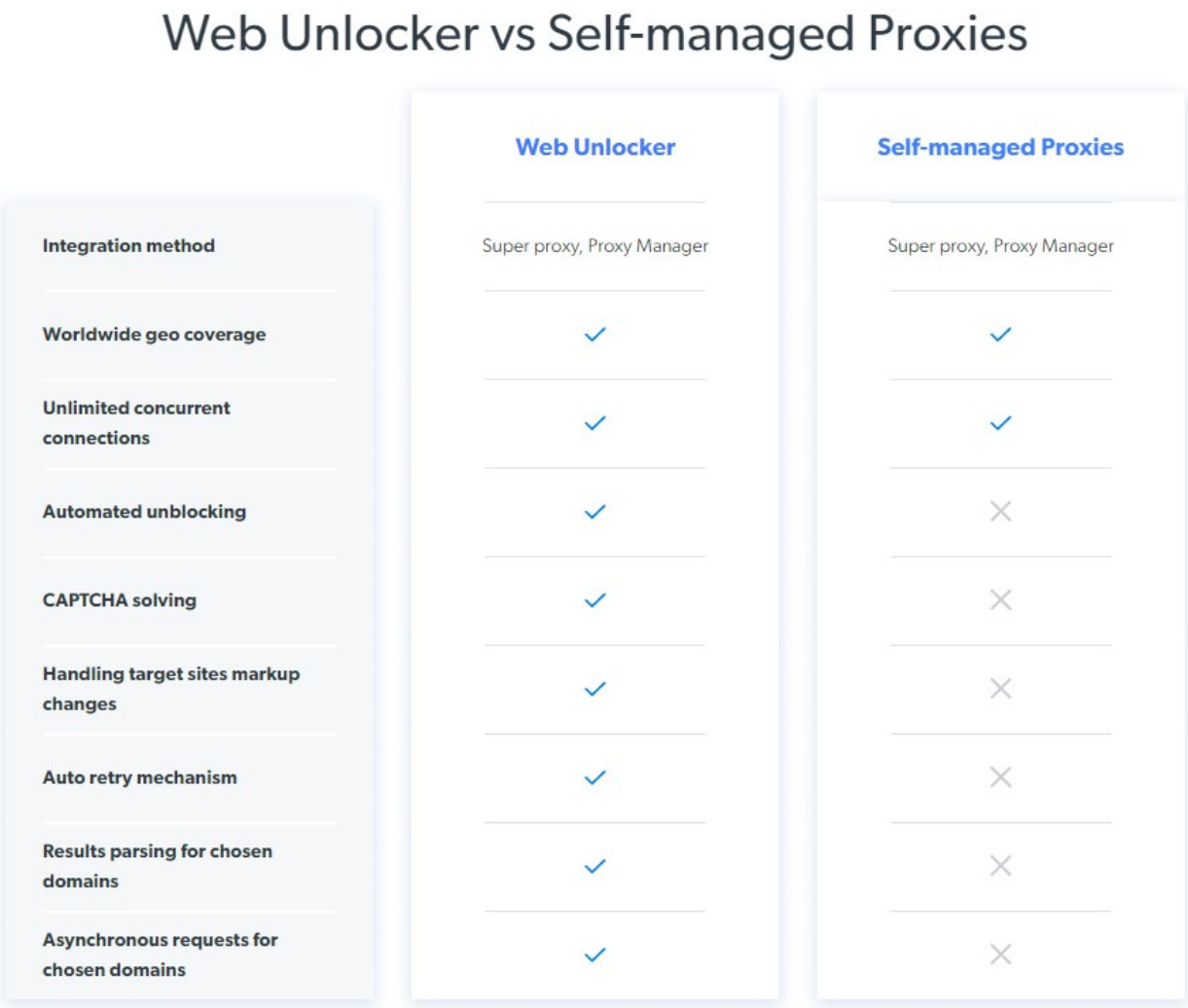




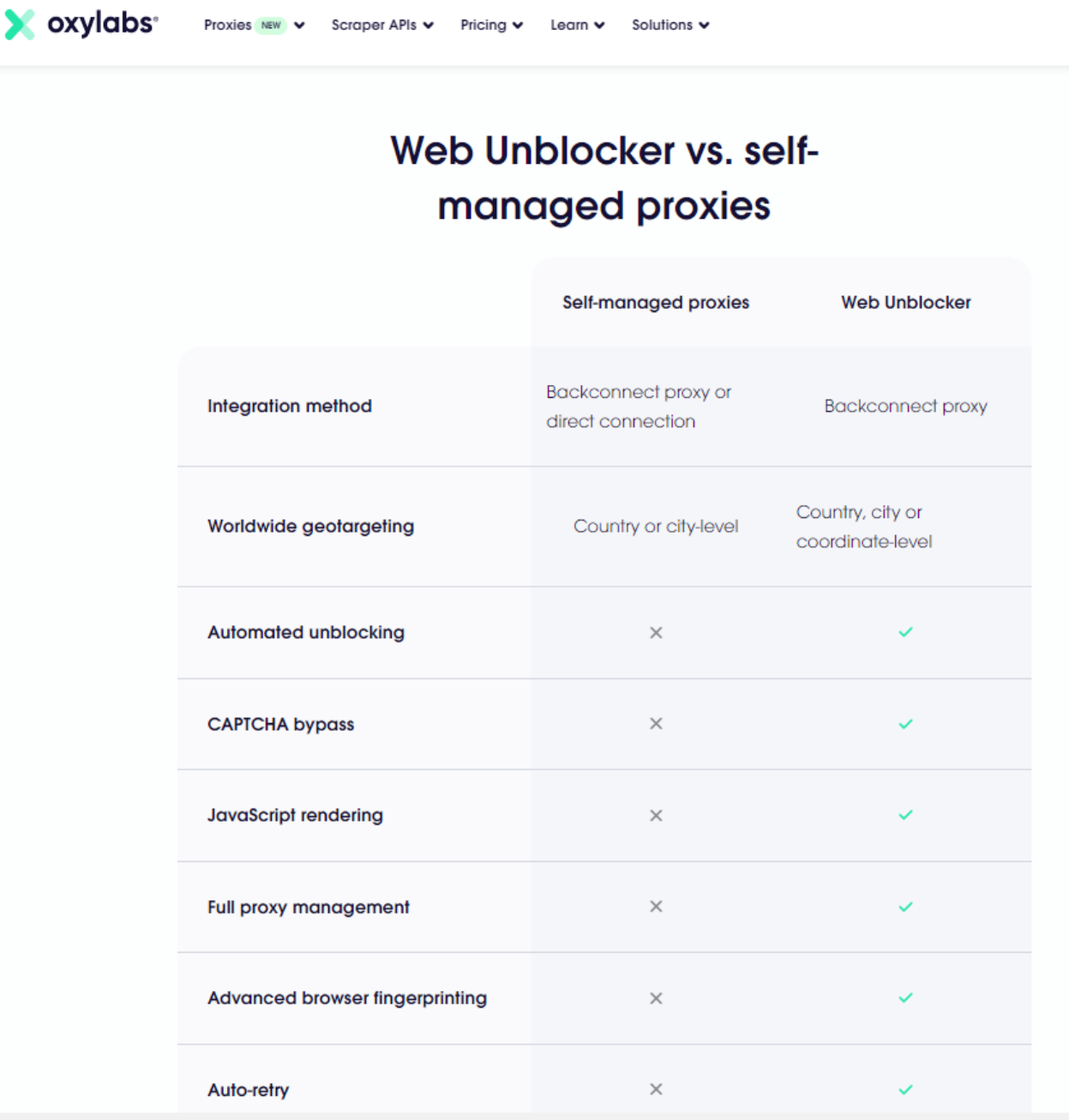
https://brightdata.com/products/web-unlocker

https://oxylabs.io/products/web-unblocker

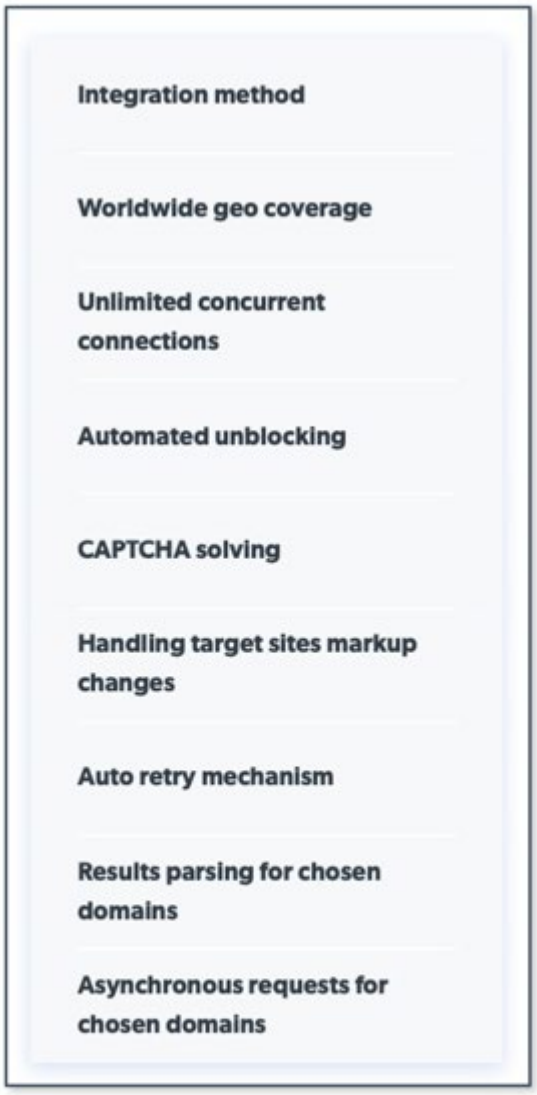
Exs. D-E



Ex. D, https://brightdata.com/products/web-unlocker



Ex. E, https://oxylabs.io/products/web-unblocker



https://brightdata.com/products/web-unlocker

https://oxylabs.io/products/web-unblocker

Exs. D-E

33. As a further example, other aspects of Oxylabs' "Web Unblocker" website also closely mirror Bright Data's "Web Unlocker" website, including with Oxylabs depicting an unlocked padlock in its graphics that appears to mimic the unlocked padlock image that Bright Data uses to introduce the Web Unlocker mark:

https://brightdata.com/products/web-unlocker

https://oxylabs.io/products/web-unblocker

Exs. D-E

https://brightdata.com/products/web-unlocker

https://oxylabs.io/products/web-unblocker

Exs. D-E

34. Bright Data has good will and positive reputation associated with its "Web Unlocker"/"Data Unblocker" service established over its development and promotion of this service since 2019. Upon information and belief, Bright Data's goodwill and reputation, have been and continue to be irreparably damaged when Oxylabs provides inferior competing services under the nearly identical label of "Web Unblocker." The likely consumer confusion caused by Oxylabs' rebranding weakens Bright Data's brand recognition and reputation associated with the "Web Unlocker"/"Data Unblocker" trademarks. Upon information and belief, Oxylabs' rebranding also

creates consumer confusion as to a possible association between Oxylabs and Bright Data. Further, Bright Data anticipates possible loss of future sales and market share due to this damage to brand confidence for Bright Data's service and possible diversion of sales to Oxylabs' service resulting from this consumer confusion.

COUNT I

Federal Trademark Infringement of Unregistered Trademarks

35. Bright Data repeats and re-alleges the allegations contained in paragraphs 1-34 of this Complaint as if fully set forth herein.

36. The acts of Defendant complained of herein constitute trademark infringement, on or in connection with the sale, offering for sale, distribution, or advertising of goods or services in violation of 15 U.S.C. § 1125(a).

37. Bright Data owns valid and legally protectable unregistered trademarks in each of "Web Unlocker" and "Data Unblocker." Bright Data is the owner of these marks.

38. Defendant's rebranding of its service as "Web Unblocker" and use of this phrase in marketing a competing service to Bright Data's Web Unlocker creates a likelihood of confusion, including as to Bright Data's "Web Unlocker" trademark, previously known as "Data Unblocker."

39. Bright Data has been damaged by Defendant's acts in violation of 15 U.S.C. § 1125 regarding Bright Data's marks "Web Unlocker" and "Data Unblocker." "The protectability of an unregistered mark is generally governed by the same principles that qualify a mark for registration under the Lanham Act." *Two Pesos, Inc. v. Taco Cabana, Inc.*, 505 U.S. 763, 768, 112 S.Ct. 2753, 120 L.Ed.2d 615 (1992); *see also Smack Apparel*, 550 F.3d at 475 ("The protectability of unregistered marks is governed by the same principles that qualify a mark for registration under the Lanham Act."). "The key is whether the mark is 'capable of distinguishing the applicant's goods from those of others.'" Smack Apparel, 550 F.3d at 475 (quoting Two Pesos, 505 U.S. at

768) *Fletcher's Original State Fair Corny Dogs, LLC v. Fletcher-Warner Holdings LLC*, 434 F. Supp. 3d 473, 483 (E.D. Tex. 2020).

40. As Bright Data is entitled to injunctive relief, and Bright Data is entitled to recover at least Defendant's profits, Bright Data's actual damages, enhanced damages/profits, costs, and reasonable attorney fees under at least 15 U.S.C. §§ 1116, and 1117.

41. In view of the nature of Defendant's acts in violation of 15 U.S.C. § 1125 complained of herein, and/or Defendant's willfulness and bad faith, this is an exceptional case within the meaning of 15 U.S.C. § 1117(a).

42. Upon information and belief, Bright Data has suffered damage because of the infringing activities of Defendant, its officers, agents, servants, employees, associates, partners, and other persons who are in active concert or participation therewith, and Bright Data will continue to suffer irreparable harm for which there is no adequate remedy at law unless Defendant's infringing activities are preliminarily and permanently enjoined by this Court. Non-exclusive examples of such damage include loss of market share, lowered prices and the inability of Bright Data to obtain the revenues and profits it would have been able to obtain but for the infringement, and harm to Bright Data's goodwill and reputation as a result of Defendant's lower quality and less protected offerings damaging the reputation and perception of the proxy service market that relies on the technology of Bright Data's Web Unlocker, previously known as Data Unblocker.

COUNT II

Federal Trademark Infringement of Registered Trademark "Bright Data"

43. Bright Data repeats and re-alleges the allegations contained in paragraphs 1-42 of this Complaint as if fully set forth herein.

44. The acts of Defendant complained of herein constitute trademark infringement, on or in connection with the sale, offering for sale, distribution, or advertising of goods or services in violation of 15 U.S.C. § 1114.

45. Bright Data owns a valid and legally protectable registered trademark in "Bright Data."

46. Defendant's use of the words "Bright" and "Data" in close proximity and the phrase "Bright Solutions" (for example, "Data With Bright Solutions") in advertising placed on Google responsive to searches for "bright data" creates a likelihood of confusion as to Bright Data's "Bright Data" trademark.

47. Bright Data has been damaged by Defendant's acts in violation of 15 U.S.C. § 1114 including Oxylabs' use of the words "Bright" and "Data" in close proximity and the phrase "Bright Solutions" (for example, "Data With Bright Solutions"), which are colorable imitations of "Bright Data."

48. Bright Data is entitled to injunctive relief, and Bright Data is entitled to recover at least Defendant's profits, Bright Data's actual damages, enhanced damages/profits, costs, and reasonable attorney fees under at least 15 U.S.C. §§ 1116, and 1117.

49. In view of the nature of Defendant's acts in violation of 15 U.S.C. § 1114 complained of herein, and/or Defendant's willfulness and bad faith, this is an exceptional case within the meaning of 15 U.S.C. § 1117(a).

50. Upon information and belief, Bright Data has suffered damage because of the infringing activities of Defendant, its officers, agents, servants, employees, associates, partners, and other persons who are in active concert or participation therewith, and Bright Data will continue to suffer irreparable harm for which there is no adequate remedy at law unless

Defendant's infringing activities are preliminarily and permanently enjoined by this Court. Non-exclusive examples of such damage include loss of market share, lowered prices and the inability of Bright Data to obtain the revenues and profits it would have been able to obtain but for the infringement, and harm to Bright Data's goodwill and reputation as a result of Defendant's lower quality and less protected offerings damaging the reputation and perception of the proxy service market that relies on Bright Data's technology under the "Bright Data" trademark.

COUNT III
Federal Unfair Competition

51. Bright Data repeats and re-alleges the allegations contained in paragraphs 1-50 of this Complaint as if fully set forth herein.

52. The acts of Defendant complained of herein constitute trademark infringement and unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

53. Upon information and belief, Bright Data owns a protectable trademark in each of "Web Unlocker" and "Data Unblocker" and Defendant's rebranding of its service as "Web Unblocker" creates a likelihood of confusion, including misleading customers into believing that there is an affiliation, connection, and/or association Bright Data and Oxylabs regarding Oxylabs' "Web Unblocker," that Bright Data is the source of Oxylabs' "Web Unblocker," and/or that Bright Data sponsors or approves Oxylabs' "Web Unblocker." In addition to the confusingly similar trademarks, Oxylabs largely mimics Bright Data's "Web Unlocker" webpage as shown for example in the images below:

https://brightdata.com/products/web-unlocker

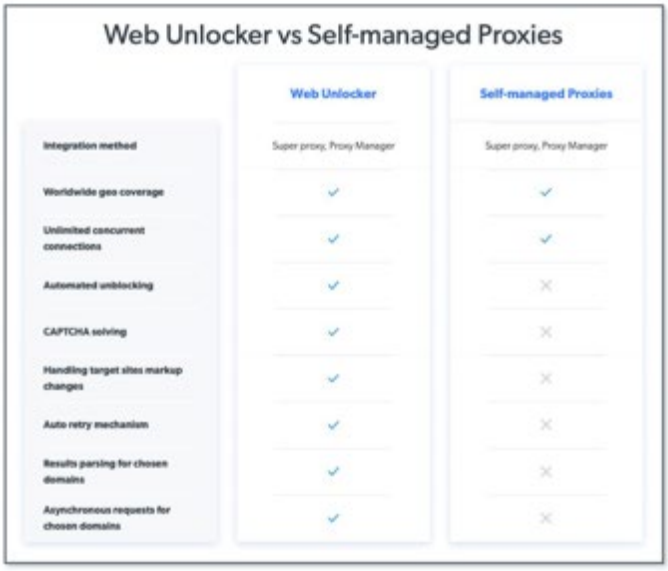
https://oxylabs.io/products/web-unblocker

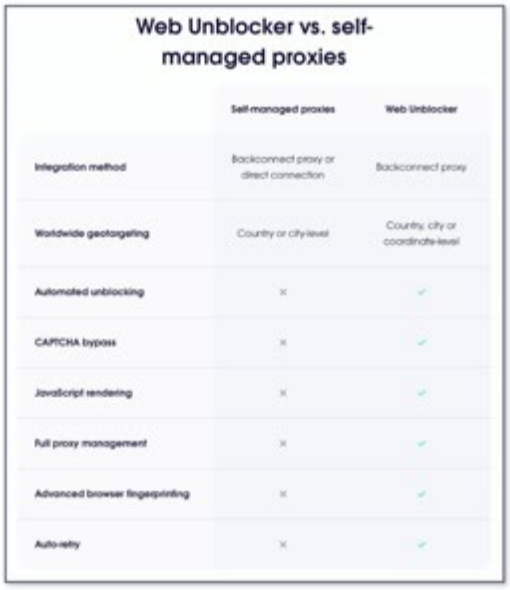
Exs. D-E

https://brightdata.com/products/web-unlocker

https://oxylabs.io/products/web-unblocker

Exs. D-E



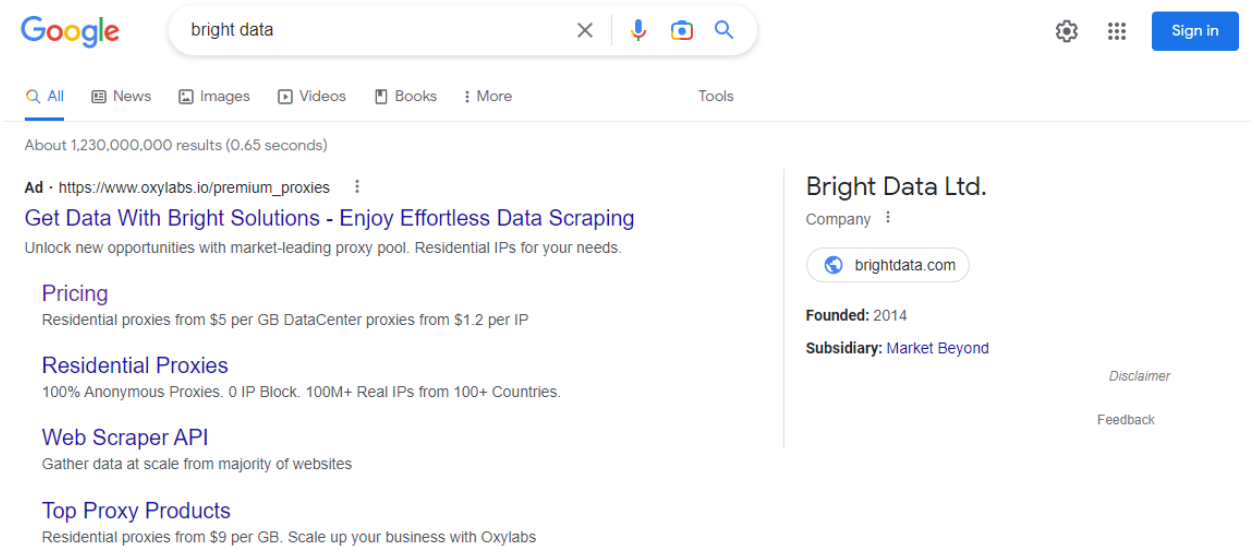


https://brightdata.com/products/web-unlocker

https://oxylabs.io/products/web-unblocker

Exs. D-E

54. Bright Data owns a protectable trademark in "Bright Data" and, upon information and belief, Defendant's use of the words "Bright" and "Data" in close proximity and the phrase "Bright Solutions" (for example, "Data With Bright Solutions") in advertising placed on Google responsive to searches for "bright data" creates a likelihood of confusion, including misleading customers into believing that the advertisement is placed by Bright Data, and/or that there is an affiliation, connection, and/or association between Bright Data and Oxylabs and/or that Bright Data is the source of Oxylabs' "Bright Solutions," and/or that Bright Data sponsors or approves Oxylabs' "Bright Solutions."



Ex. Z, https://www.google.com/search?q=bright+data&rlz=1C1GCEU_enUS1029US1029&ei=PyHRY6nJLbauqtsPyIuO0AY&ved=0ahUKEwjp5NuM3eL8AhU2l2oFHciFA2oQ4dUDCBA&uact=5&oq=bright+data&gs_lcp=Cgxnd3Mtd2l6LXNlcnAQAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIKCAAQRxDWBBCwAzIHCAAQsAMQQzIHCAAQsAMQQzINCC4QxwEQ0QMQsAMQQzIHCAAQsAMQQzINCAAQ5AIQ1gQQsAMYATINCAAQ5AIQ1gQQsAMYATINCAAQ5AIQ1gQQsAMYATISCC4QxwEQ0QMQyAMQsAMQQxgCMhIILhDHARDRAxDIAxCwAxBDGAJKBAhBGABKBAhGGAFQAFgAYL4OaANwAXgAgAEAiAEAkgEAmAEAyAERwAEB2gEGCAEQARgJ2gEGCAIQARgI&sclient=gws-wiz-serp#ip=1

55. Upon information and belief, Bright Data has been damaged by Defendant's acts in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a) complained of herein, including by infringing Bright Data's "Web Unlocker"/"Data Unblocker" and "Bright Data" trademarks to mislead customers into believing that Defendant is selling Bright Data's trademarked service or that Defendant's service otherwise has an association with Bright Data or that Bright Data approves or sponsors Defendant's service.

56. The nature of Defendant's acts in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a) complained of herein and/or Defendant's willfulness and bad faith, make this an exceptional case under 15 U.S.C. § 1117(a).

57. Upon information and belief, Defendant's conduct is willful, deliberate, intentional and in bad faith.

58. By reason of the foregoing acts, Defendant has caused, and unless enjoined will continue to cause, irreparable harm to Bright Data. Bright Data has no adequate remedy at law to address these injuries.

COUNT IV

Trademark Infringement Under the Common Law of Texas

59. Bright Data repeats and re-alleges the allegations contained in paragraphs 1-58 of this Complaint as if fully set forth herein.

60. For the reasons provided above, the acts of Defendant complained of herein constitute trademark infringement in violation of the common law of Texas. "[E]lements in common law trademark infringement under Texas law are the same as those under federal trademark law." *Heritage Alliance v. Am. Policy Roundtable*, No. 1:18-cv-939-RP, 2019 U.S. Dist. LEXIS 122308, *18-19 (W.D. Tex. July 23, 2019). As previously alleged, Bright Data has established the requirements for federal trademarks in "Web Unlocker"/"Data Unblocker" and "Bright Data."

61. Bright Data has been damaged by Defendant's acts of common law trademark infringement.

62. Upon information and belief, Defendant's conduct is willful, deliberate, intentional and in bad faith.

63. By reason of the foregoing acts, Defendant has caused, and unless enjoined will continue to cause, irreparable harm to Bright Data. Bright Data has no adequate remedy at law to address these injuries.

COUNT V

Texas Common Law Unfair Competition

64. Bright Data repeats and re-alleges the allegations contained in paragraphs 1-63 of this Complaint as if fully set forth herein.

65. For the reasons provided above, the acts of Defendant complained of herein constitute trademark infringement and unfair competition in violation of Texas common law. "A trademark infringement and unfair competition action under Texas common law presents essentially no difference in issues than those under federal trademark infringement actions." *Amazing Spaces, Inc. v. Metro Mini Storage*, 608 F.3d 225, 235 n.7 (5th Cir. June 2, 2010).

66. Bright Data has been and continues to be damaged by Defendant's conduct in an amount to be determined at trial.

67. Upon information and belief, Defendant's conduct is willful, deliberate, intentional and in bad faith.

68. By reason of the foregoing acts, Defendant has caused, and unless enjoined will continue to cause, irreparable harm to Bright Data. Bright Data has no adequate remedy at law to address these injuries.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Bright Data respectfully requests that this Court enter an Order:

A. Finding that Defendant violated 15 U.S.C. 1125(a);

B. Finding that Defendant violated 15 U.S.C. 1114(a);

C. Finding that Defendant violated the Texas Common Law;

D. Finding that the case is "exceptional," under 15 U.S.C. § 1117(a);

E. Temporarily restraining, as well as preliminarily and permanently enjoining and restraining Defendant, its affiliates, subsidiaries, related companies, and all those acting in concert or participation with them from:

a. using the confusingly similar "Web Unblocker" name describing its service that is likely to cause confusion with Bright Data's "Web Unlocker" service;

b. using the confusingly similar "Data with Bright Solutions" and "Bright Solution" terms describing its services that is likely to cause confusion with regard to Bright Data and Bright Data's services;

c. otherwise competing unfairly with Bright Data in any manner, including, without limitation, unlawfully adopting or using any other product names that are likely to cause confusion with Bright Data's services;

d. committing any acts or making any statements calculated, or the reasonably foreseeable consequence of which would be, to infringe, or to confuse, mislead, or deceive consumers as to the affiliation, connection, or association of Defendant with Bright Data or as to the origin, sponsorship, or approval of Defendant's goods or commercial activities by Bright Data; and

e. conspiring with, aiding, assisting, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a), (b), and (c) above;

F. Temporarily restraining, as well as preliminarily and permanently enjoining Defendant, its affiliates, subsidiaries, related companies, and all those acting in concert or participation with them to:

a. identify all media used to disseminate any reference to "Web Unblocker," "Data with Bright Solutions," and "Bright Solutions" including websites, press releases, advertising, promotional and/or other materials as well as any third-parties used to disseminate such materials;

b. remove from all websites any depiction of references to the "Web Unblocker," "Data with Bright Solutions" and "Bright Solution" names;

c. recall and destroy (or deliver to the Court for destruction) all press releases, advertising, promotional and/or other materials including press releases pertaining to the infringing product names and all product utilizing the infringing names, including "Web Unblocker," "Data with Bright Solutions" and "Bright Solutions," regardless of the medium on which such advertising, promotional, or other materials are contained and provide proof to the Court of the same; and

d. distribute a corrective press release via the same media identified in E(a), including the same websites, press releases, advertising, promotional and/or other materials, directly or via the same third-parties identified in E(a) as disseminating such materials, with such press release stating that (i) Oxylabs has halted the use of the "Web Unblocker," "Data with Bright Solutions" and "Bright Solutions" marks and (ii) Oxylabs has no affiliation with Bright Data or Bright Data's "Web Unlocker" service;

G. That Defendant be required to file with this Court and serve upon Bright Data within thirty (30) days after the entry and service on Defendant of the preceding injunction(s)

in E and F, a report in writing and under oath setting forth in detail the manner and form in which Defendant complied with the injunction(s);

H. That Defendant be required to account for, and turn over to Bright Data, all profits realized as a result of its infringement and other unlawful acts, such award of profits to be enhanced as the Court finds just under the circumstances of this case;

I. That Bright Data be awarded its attorney's fees pursuant to 15 U.S.C. § 1117(a) or other applicable law;

J. That Bright Data be awarded its costs of this action, and prejudgment and post-judgment interest;

K. That Bright Data be awarded exemplary damages; and

L. That Bright Data be granted such other and further relief, at law or in equity, as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Bright Data hereby demands a trial by jury of all issues so triable.

Dated: January 27, 2023

By: */s/ Robert Harkins*

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION

BRIGHT DATA LTD. Plaintiff, v. TESO LT, UAB D/B/A OXYLABS, UAB; Defendant.	Case No. **JURY TRIAL DEMANDED**

VERIFICATION

I, Or Lenchner, am Chief Executive Officer for Bright Data Ltd. I have read Bright Data's above Complaint for Trademark Infringement and Unfair Competition and verify that every factual statement contained therein is within my personal knowledge and believed to be true and correct, except those items alleged under information and belief to be true, and those are believed to be true. I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on January 27, 2023 in Netanya, Israel.

Or Lenchner